

PETITION FOR SPECIAL HEARING TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations, to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve the use of the Property as follows: 75% amusement game center and 25% retail video game store, pursuant to the Zoning Regulations which permit a commercial recreation enterprise in a BM Zone.

Property is to be posted and advertised as prescribed by Zoning Regulations.

I, or we, agree to pay expenses of the above Special Hearing advertising, posting, etc., upon filing of this Petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

PURCHASER/TENANT-LESSEE
Contract Purchaser:
Wizdard, Inc., a Maryland corporation
(Type of Print Name)
By: *Steven D. Self*
Signature: Steven D. Self, President
6908 Bonnie Ridge Drive, Apt. 101
Baltimore, Maryland 21209
City and State

Legal Owner(s):
WHITE MARSH MALL, INC., a subsidiary of The Pease Company
(Type of Print Name)
By: *Abraham L. Adler*
Signature: Abraham L. Adler, Vice President
36 S. Charles Street, Suite 2110
Baltimore, Maryland 21201
City and State

Attorney for Petitioner:
Abraham L. Adler
(Type of Print Name)
By: *Abraham L. Adler*
Signature: Abraham L. Adler
36 S. Charles Street, Suite 2110
Baltimore, Maryland 21201
City and State
Name, address and phone number of legal owner, contract purchaser or representative to be contacted:
Abraham L. Adler
Name
36 S. Charles St., Suite 2110
Baltimore, Maryland 21201
Phone No. 752-7651
Attorney's Telephone No.: 752-7651

BY ORDERED By the Zoning Commissioner of Baltimore County, this 10th day of November, 1981, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be had before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 5th day of January, 1982, at 10:15 o'clock A.M.

Robert A. Morton
Zoning Commissioner of Baltimore County.

S.C.O.-10.1 (over)

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE



PETITION AND SITE PLAN EVALUATION COMMENTS PETITIONER'S EXHIBIT 3

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

December 29, 1981

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

Abraham L. Adler, Esquire
36 S. Charles Street, Suite 2110
Baltimore, Maryland 21201

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

RE: Item No. 84
Petitioner - White Marsh Mall, Inc.
Special Hearing Petition

Dear Mr. Adler:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

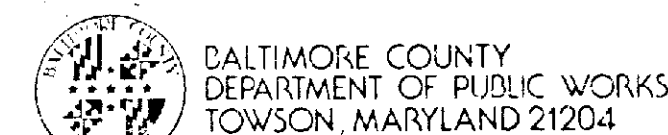
In view of your client's proposal to locate an amusement center in a B.M. zone in conflict with the current interpretation of the Zoning Commissioner, which requires a special exception in a B.R. zone for this use, this hearing is required. A similar request (Case #81-193-CPH) was heard for the Hunt Valley Mall. It was denied by the Zoning Commissioner and eventually granted by the Board of Appeals.

Enclosed are all comments submitted to this office from the committee members at this time. The remaining members felt that no comment was warranted. This petition was accepted for filing on the date of the enclosed certificate and a hearing scheduled accordingly.

Very truly yours,

Nicholas B. Commodari
NICHOLAS B. COMMODARI
Chairman
Zoning Plans Advisory Committee

NBC:bas
Enclosures



H. RAY J. PISTEL, P.E.
DIRECTOR

November 25, 1981

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #84 (1981-1982)
Property Owner: White Marsh Mall, Inc.
N/E cor. Honeygo Blvd. and Perry Hall Blvd.
Acres: 1,989 sq. ft. District: 11th & 14th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Baltimore County highway and utility improvements are not directly involved and are secured by Public Works Agreement 147604, executed in conjunction with the development of White Marsh Mall, see plats "White Marsh Mall, Sheets 1, 2 and 3 of 3", recorded E.H.K., Jr. 45, Folios 134, 135 and 136, respectively.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 84 (1981-1982).

Very truly yours,

Robert A. Morton
ROBERT A. MORTON, P.E., Chief
Bureau of Public Services

RAM:EAM:FWR:SS

cc: Jack Wimbley

M-NW, SE & SW Key Sheets
28-30 NE 26-30 Pos. Sheets
NE 7 & 8 H Topo
82 Tax Map

Attachment

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

William E. Hammond, Zoning Commissioner
TO: Office of Planning and Zoning Date: November 24, 1981
FROM: Ian J. Forrest
SUBJECT: Zoning Variance Items

The Baltimore County Department of Health has reviewed the following zoning variance items, and has no specific comments regarding same:

- Item #80 - Edwin J. & Catherine McClaskey
- Item #83 - John Frank, Sr.
- Item #84 - White Marsh Mall, Inc.
- Item #85 - Harry Giardina
- Item #87 - Harold P. & Elaine L. Rothman
- Item #89 - Donald Ray & Dolores F. McCoy
- Item #90 - Betty Lee Dulary, et al
- Item #91 - Marine Oaks
- Item #92 - John W. Huber
- Item #93 - Anna E. E. Schneider
- Item #94 - Cassius D. & Shirley V. Miller
- Item #95 - American Telephone & Telegraph Co.
- Item #96 - American Telephone & Telegraph Co.
- Item #97 - American Telephone & Telegraph Co.
- Item #98 - William Thomas & Dorothy Lee Palmisano
- Item #99 - Salvatore Spitaleri
- Item #100 - Clarence & Karen Miller

Ian J. Forrest
Ian J. Forrest, Director
BUREAU OF ENVIRONMENTAL SERVICES

LP/rth



BALTIMORE COUNTY
FIRE DEPARTMENT
TOWSON, MARYLAND 21204
825-7310

PAUL H. RENCKE
CHIEF

December 16, 1981

Mr. William Hammond
Zoning Commissioner
Office of Planning and Zoning
Baltimore County Office Building
Towson, Maryland 21204
Attention: Nick Commodari, Chairman
Zoning Plans Advisory Committee

RE: Property Owner: White Marsh Mall, Inc.

Location: NE/Corn. Honeygo Blvd. and Perry Hall Blvd.

Item No.: 84

Zoning Agenda: Meeting of November 10, 1981

Gentlemen:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below marked with an "X" are applicable and required to be corrected or incorporated into the final plans for the property.

() 1. Fire hydrants for the referenced property are required and shall be located at intervals or _____ feet along an approved road in accordance with Baltimore County Standards as published by the Department of Public Works.

() 2. A second means of vehicle access is required for the site.

() 3. The vehicle dead end condition shown at _____

EXCEEDS the maximum allowed by the Fire Department.

() 4. The site shall be made to comply with all applicable parts of the Fire Prevention Code prior to occupancy or beginning of operation.

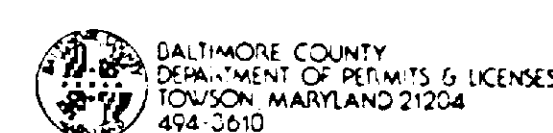
(X) 5. The buildings and structures existing or proposed on the site shall comply with all applicable requirements of the National Fire Protection Association Standard No. 101 "Life Safety Code", 1976 Edition prior to occupancy.

() 6. Site plans are approved, as drawn.

() 7. The Fire Prevention Bureau has no comments, at this time.

REVIEWED BY: *George M. McDonnell*
Noted and Approved: George M. McDonnell
Fire Prevention Bureau
Special Inspection Division

JK/mb/cn



TED JALESKI JR.
DIRECTOR

November 16, 1981

Mr. William E. Hammond, Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

Comments on Item #84 Zoning Advisory Committee Meeting, November 10, 1981 are as follows:

Property Owner: White Marsh Mall, Inc.
Location: N/D corner Honeygo Blvd and Perry Hall Blvd.
Existing Zoning: RM-OT
Proposed Zoning: Special

Special Hearing to approve a use of a 75% amusement game center and 25% retail video game store, and to permit a commercial recreational enterprise in a BM zone.
Acres: 1,989 sq. ft.
District: 11th and 14th

The items checked below are applicable:

X A. All structures shall conform to the Baltimore County Building Code 1978, the State of Maryland Code for the Handicapped and Aged; and other applicable Codes.

X B. A building/_____ permit shall be required before beginning construction.

C. Res. initial: Three sets of construction drawings are required to file a permit application. Architect/Engineer seal is/is not required.

X D. Commercial: Three sets of construction drawings with a Maryland Registered Architect or Engineer shall be required to file a permit application.

E. In wood frame construction an exterior wall erected within 6' 0" of an adjacent lot line shall be of one hour fire resistant construction, no openings permitted within 3' 0" of lot line. A minimum 8" masonry firewall is required if construction is on the lot line.

F. Requested variance conflicts with the Baltimore County Building Code, Section 4.

G. A change of occupancy shall be applied for, along with an alteration permit application, and three required sets of drawings indicating how the structure will meet the Code requirements for the proposed change. Drawings may require a professional seal.

H. Before this office can comment on the above structure, please have the owner, thru the services of a Registered in Maryland Architect or Engineer certify to this office, that the structure for which a proposed change in use is proposed can comply with the height/area requirements of Table 305 and the required construction classification of Table 211.

I. Comments

NOTE: These comments reflect only on the information provided by the drawing submitted to the office of Planning and Zoning and are not intended to be construed as the full extent of any permit.
If desired additional information may be obtained by visiting Room #122 (Plans Review) at 111 West Chesapeake Ave., Towson.

Very truly yours,

Charles E. Burdick
Charles E. Burdick, Chief
Plans Review

CJB:rjy

July 7, 1981

Mr. William E. Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Item #223 (1980-1981)
Property Owner: Nottingham Village, Inc.
N/W 4533.77' from centerline of Perry Hall Blvd.
and Staconsfield Drive
Acres: 23.1416 District: 14th

Dear Mr. Hammond:

The following comments are furnished in regard to the plat submitted to this office for review by the Zoning Advisory Committee in connection with the subject item.

General:

Baltimore County highway and utility improvements are not directly involved and are secured by Public Works Agreement 147604, executed in conjunction with the development of White Marsh Mall, see plats "Whitmarsh Mall, Sheets 1, 2 and 3 of 3", recorded E.H.K., Jr. 45, Folios 134, 135 and 136, respectively.

This office has no further comment in regard to the plan submitted for Zoning Advisory Committee review in connection with this Item 223 (1980-1981).

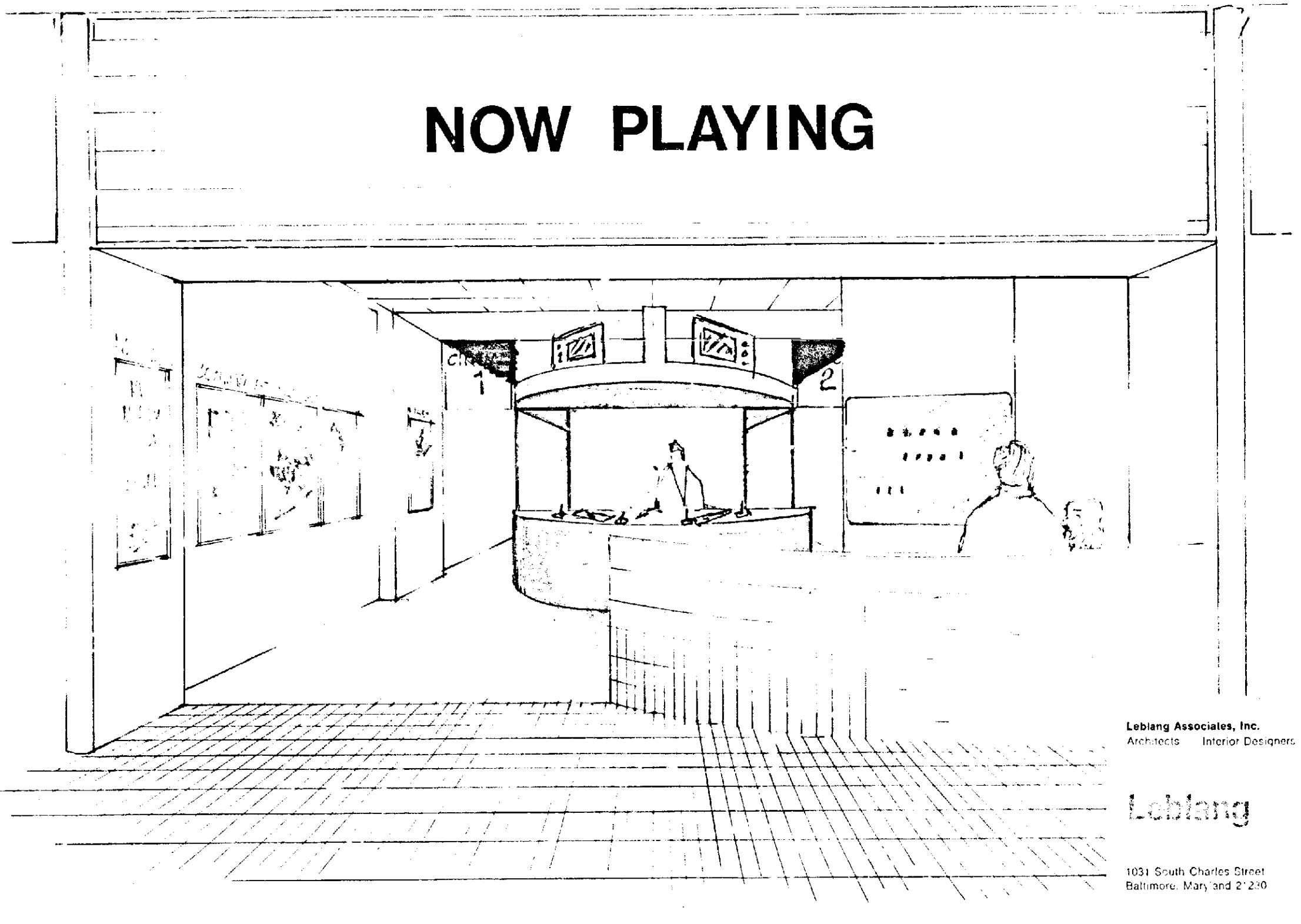
Very truly yours,

Robert A. Morton
ROBERT A. MORTON, P.E., Chief
Bureau of Public Services

RAM:EM:FWR:SS

cc: Jack Wimbley
Catherine Marfield

M-NW, SE & SW Key Sheets
28-30 NE 26-30 Pos. Sheets
NE 7 & 8 H Topo
82 Tax Map



Leblang Associates, Inc.
Architects - Interior Designers

Leblang

1031 South Charles Street
Baltimore, Maryland 21204

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received this 28 day of Oct, 1987.

Filing Fee \$ 25.00 Received: ☒ Check
☐ Cash
☐ Other

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 1C2666

Hammond, Zoning Commissioner

DATE 12/7/81 ACCOUNT 01-662

AMOUNT \$25.00

RECEIVED FROM Abraham L. Adler, P.A.

FOR Filing Fee for Case #82-151-SPH (White Marsh Mall)

VALIDATION OR SIGNATURE OF CASHIER

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

District 14 Date of Posting 12/14/81

Posted for: White Marsh Mall, Inc.

Petitioner: White Marsh Mall, Inc.

Location of property: 111 W. Chesapeake Avenue, Towson, Md.

Location of Signs: Signs to be placed on the building and on the surrounding property.

Remarks: Signs to be placed on the building and on the surrounding property.

Posted by: William E. Hammond Date of return: 12/14/81

Signature

the Petition for assignment of a

Abraham L. Adler, Esquire

36 S. Charles Street, Suite 2110

Baltimore, Md. 21201

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your Petition has been received and accepted for filing this 10th day of Nov., 1981.

WILLIAM E. HAMMOND
Zoning Commissioner

Petitioner White Marsh Mall, Inc.

Petitioner's Attorney Abraham L. Adler, Esq.

Reviewed by: Nicholas B. Commodari

Nicholas B. Commodari
Chairman, Zoning Plan's
Advisory Committee

CERTIFICATE OF POSTING ZONING DEPARTMENT OF BALTIMORE COUNTY Towson, Maryland

District 14 Date of Posting 12/14/81

Posted for: White Marsh Mall, Inc.

Petitioner: White Marsh Mall, Inc.

Location of property: 111 W. Chesapeake Avenue, Towson, Md.

Location of Signs: Signs to be placed on the building and on the surrounding property.

Remarks: Signs to be placed on the building and on the surrounding property.

Posted by: William E. Hammond Date of return: 12/14/81

Signature

the Petition for assignment of a

Abraham L. Adler, Esquire

36 S. Charles Street, Suite 2110

Baltimore, Md. 21201

Petition for Special Hearing

14TH DISTRICT

ZONING: Petition for Special Hearing

LOCATION: Northeast corner of Honeygo Boulevard and Perry Hall Boulevard.

DATE & TIME: Tuesday, January 6, 1982, at 10:15 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland 21204.

The Zoning Commissioner of Baltimore County will hold a public hearing on the use of the property as follows:

75% amusement game center and 25% retail video game store, pursuant to the Zoning Regulations which permit a commercial recreation enterprise in a B.M. Zone.

All that parcel of land in the Fourteenth District of Baltimore County, being the property of White Marsh Mall, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Tuesday, January 6, 1982, at 10:15 A.M.

Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

BY ORDER OF

William E. Hammond

Zoning Commissioner of Baltimore County

The Times

Middle River, Md., Nov. 17 1981

This is to Certify, That the annexed

was inserted in The Times, a newspaper printed and published in Baltimore County, once in each

of one successive

weeks before the 10th day of

Nov., 1981

William E. Hammond Publisher.

YOU MUST BE 18 OR
BE ACCOMPANIED BY
PARENT OR GUARDIAN
TO PLAY THIS
MACHINE.....

PETITION MAPPING PROGRESS SHEET

FUNCTION	Wall Map		Original		Duplicate		Tracing		200 Sheet	
	date	by	date	by	date	by	date	by	date	by
Descriptions checked and outline plotted on map										
Petition number added to outline										
Denied										
Granted by ZC, BA, CC, CA										
Reviewed by: <u>W.E.H.</u>										
Previous case: <u>82-151-SPH</u>										

CERTIFICATE OF PUBLICATION

TOWSON, MD., December 17, 1981.

THIS IS TO CERTIFY, that the annexed advertisement was

published in THE JEFFERSONIAN, a weekly newspaper printed

and published in Towson, Baltimore County, Md., once in each

of one successive weeks before the 10th day of

Nov., 1981, the first publication

appearing on the 17th day of Nov.

1981.

THE JEFFERSONIAN,

Manager

Cost of Advertisement, \$ 200.00

PETITION FOR SPECIAL HEARING 14th DISTRICT

ZONING: Petition for Special Hearing

LOCATION: Northeast Corner of Honeygo Boulevard and Perry Hall Blvd.

DATE & TIME: Tuesday, January 6, 1982, at 10:15 A.M.

PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing on the use of the property as follows:

75% amusement game center and 25% retail video game store, pursuant to the Zoning Regulations which permit a commercial recreation enterprise in a B.M. Zone.

All that parcel of land in the Fourteenth District of Baltimore County, being the property of White Marsh Mall, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Tuesday, January 6, 1982, at 10:15 A.M.

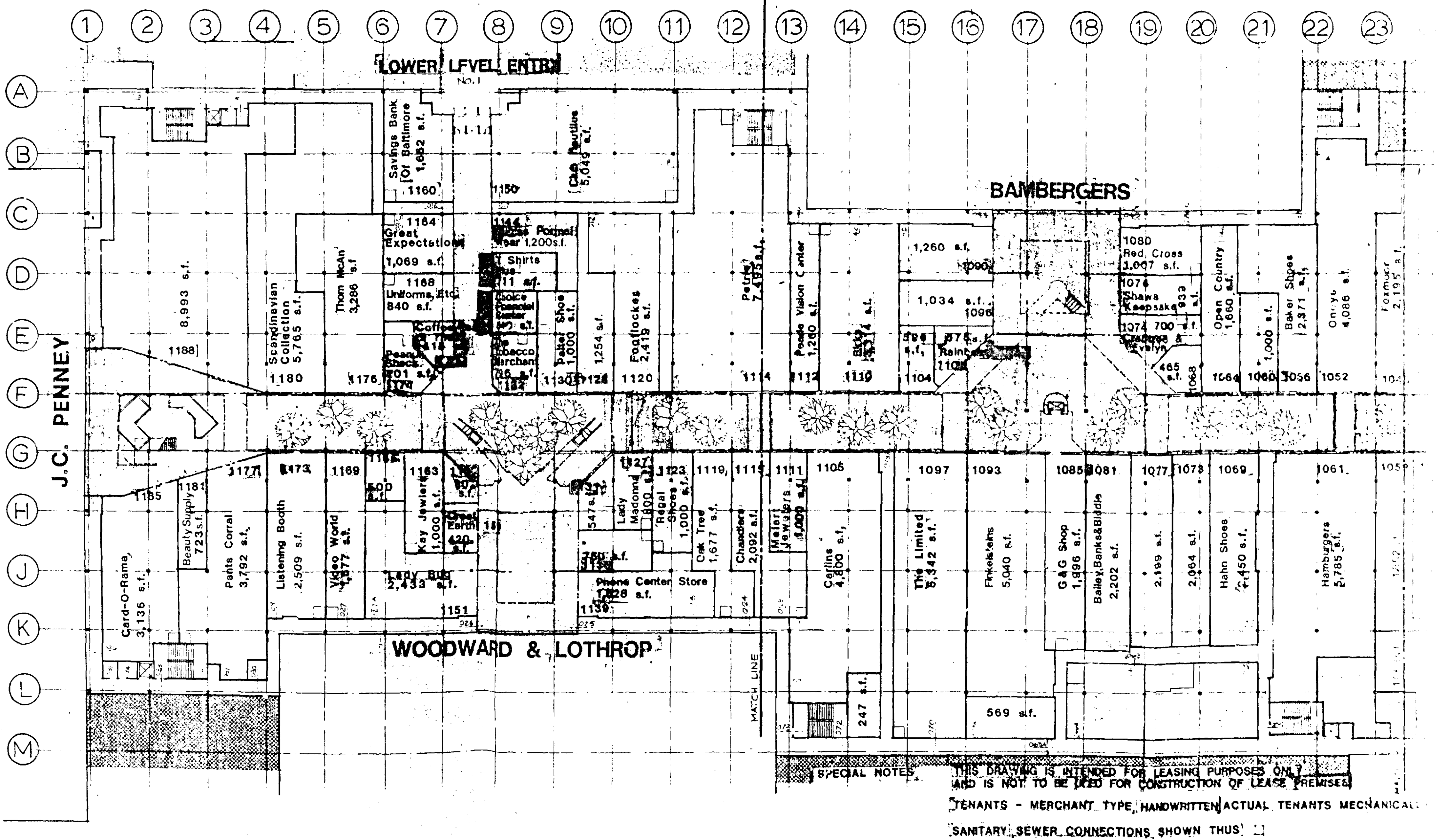
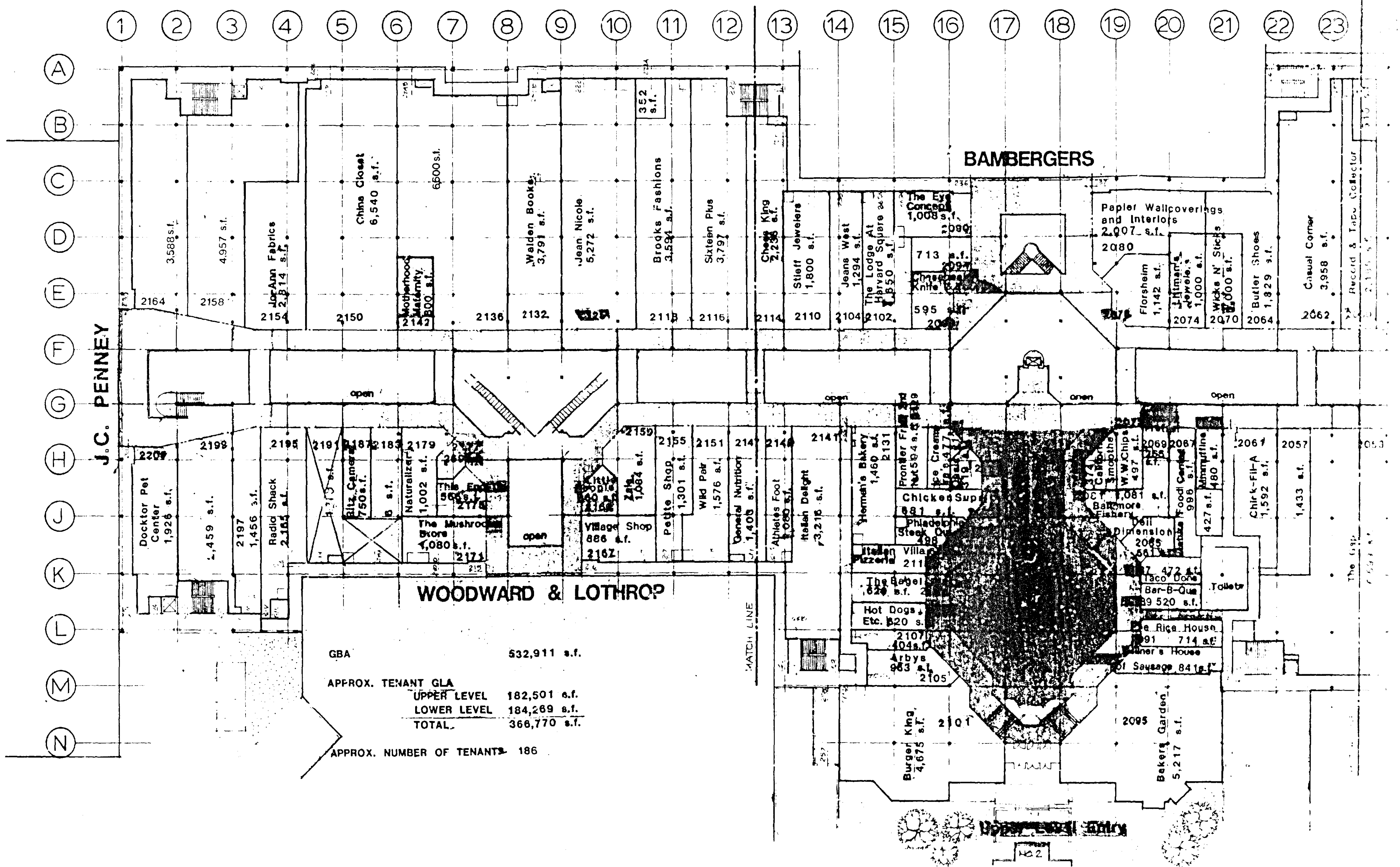
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland.

By Order of:

WILLIAM E. HAMMOND,

Zoning Commissioner of Baltimore County

Dec. 17.



SPECIAL NOTES: THIS DRAWING IS INTENDED FOR LEASING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OF LEASE PREMISES.

TENANTS - MERCHANT TYPE, HANDWRITTEN ACTUAL TENANTS MECHANICAL
SANITARY, SEWER CONNECTIONS, SHOWN THUS: [Symbol]

BALTIMORE COUNTY PUBLIC SCHOOLS

Robert Y. Dubel, Superintendent

Towson, Maryland - 21204

Date: November 6, 1981

Mr. William E. Hammond
Zoning Commissioner
Baltimore County Office Building
1111 West Chesapeake Avenue
Towson, Maryland 21204

Z.A.C. Meeting of: November 10, 1981

RE: Item No: 82, 83, 84, 85
Property Owner:
Location:
Present Zoning:
Proposed Zoning:

District:
No. Acres:

Dear Mr. Hammond:

All of the above have no bearing on student population.

Very truly yours,

Mr. Nick Petrovich
Mr. Nick Petrovich, Assistant
Department of Planning

WNP/bp

FINAL Report of the
Baltimore County Planning Board
Adopted July 30, 1981

PROPOSED AMENDMENTS TO THE BALTIMORE COUNTY ZONING REGULATIONS: AMUSEMENT DEVICES IN BUSINESS ZONES

EXHIBIT 4

Baltimore County Office of Planning and Zoning
Towson, Maryland 21204

PROPOSED AMENDMENTS TO THE BALTIMORE COUNTY ZONING REGULATIONS: AMUSEMENT DEVICES IN BUSINESS ZONES

A Final Report of the Baltimore County Planning Board

DISCUSSION

Presently the Zoning Commissioner, to permit the installation of pinball machines, video games, or similar amusement devices, must rely on a policy not clearly founded on any specific provision of the Zoning Regulations. As these devices are being placed in or requested for more and more types of businesses, the administrative problems arising from the lack of any clear regulatory provision for them are becoming increasingly widespread. In addition, the County appears to be losing considerable revenue that would be derived from licenses for amusement devices if they were clearly permitted. Since the amendments necessary to rectify this situation would be fairly simple and the devices themselves would probably have minimal impact on their surroundings, the Planning Board believes that this project can and should be dealt with ahead of the projected general revision of the Zoning Regulations.

The Board's approach to the problem is to propose that amusement devices be allowed as of right in Major Business (B.M.) zones, in Roadside Business (B.R.) zones, and, with special restrictions, in Local Business (B.L.) zones. Under the B.L.-zone restrictions there would be a limit on the number of devices permitted in an individual business establishment, based on the floor area of that establishment. The limit on the number of devices installed would not apply in a planned shopping center.

In a 2,400-square-foot free-standing convenience food store in a B.L. zone, for example, six amusement devices might be allowed, while a large game room containing fifteen or more devices might be typical in a shopping center in the same zone. (There would be no special restrictions on the numbers or locations of amusement devices in B.M. or B.R. zones.)

RECOMMENDATIONS

The Planning Board recommends that the Baltimore County Zoning Regulations, 1955, as amended, be further amended as set forth below:

1. In Subsection 230.9 (certain uses permitted as of right in B.L. zones), insert the following entry in alphabetical order:

Pinball machines, video games, or other, similar player-operated amusement devices, provided that any such device is in a planned shopping center (as defined in Section 101) or, if not, that the number of devices in a single establishment does not exceed 1 for each 400 square feet of net floor area in that establishment;

2. In Subsection 233.2 (certain uses permitted as of right in B.M. zones), revise the entry permitting commercial recreation enterprises to read as follows, by adding the material underscored and deleting the bracketed material:

Adopted July 30, 1981. (Preliminary report adopted on June 18, 1981; public hearing held July 16, 1981.)

Excerpts from MALL MONITOR Magazine Reprint

"What Shopping Center Management Has Said About Time-Out"

"Being unfamiliar with this type of retailer, we had reservations about Time-Out Family Amusement Center's at first, but these have proved to be completely unfounded. The amusement centers are a positive asset to the mall, an excellent way to keep shoppers on the premises and a good neighbor to their fellow retailers."

—David Marx, Chairman of the Board
—Mass-Tankers

"Time-Out Family Amusement Center's operation commenced in Springfield Mall in October, 1973. Their operation has been extremely compatible to the Mall's image of being a warm, friendly, community-minded shopping center. I regard Time-Out as a gentleman and an astute businessman whose goals and objectives are realistic and attainable."

—Antonio B. Caggiano, Vice President and General Manager
Springfield Mall Shopping Center

"We are very pleased with the operation in every way from its quality to its maintenance. Time-Out handles all concerns of the shopping center developer, making certain that they blend in with the wholesome spirit of the mall. Time-Out certainly proves its statement that the amusement centers attract those from three to 30 years old. We'd not hesitate to recommend him as a tenant to any developer."

—Larry Wolf, Vice President
The Rouse Company

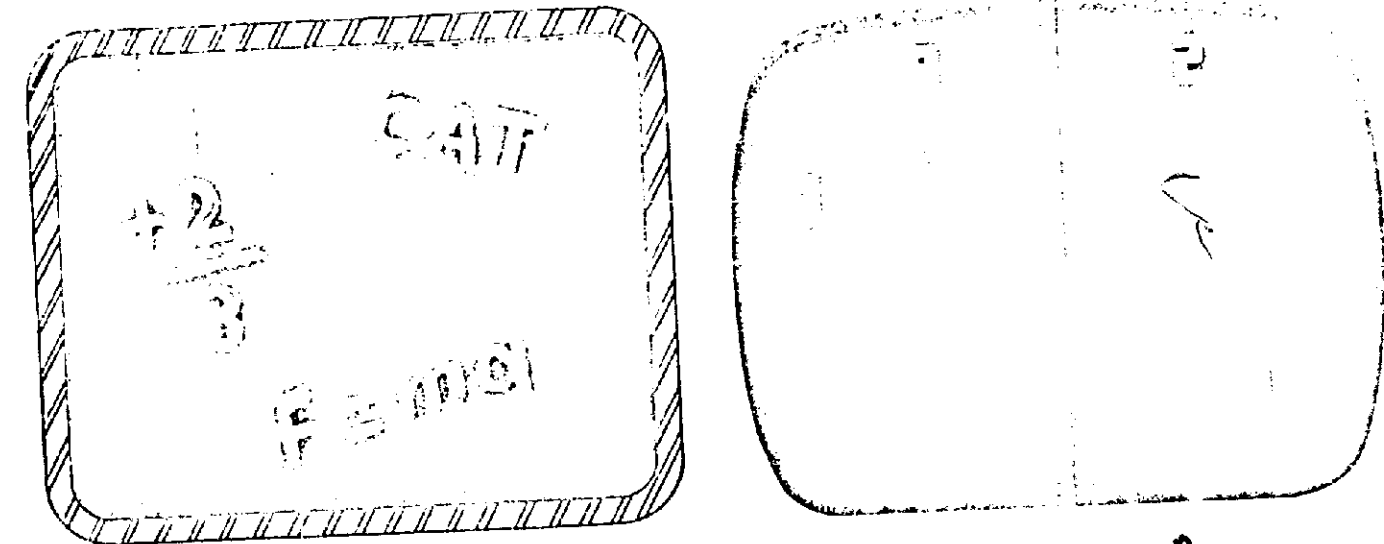
"We at Mall Properties have put Time-Out in three of our regional shopping centers. We feel it is a very creative and interesting business continuing very much in the needs of the mall. Time-Out is run in a highly professional and competent manner. We think it is the kind of creative management that we hope and intend to make many more deals with Time-Out in the future."

—Richard Steinberg, Vice President
Mall Properties

"The Shopco Company and its affiliates have high regard for Time-Out personally and for the Time-Out Family Amusement Centers operation. We feel that the care and attention given to the operation of these amusement centers make them an asset to any shopping center and its other tenants, and we hope and intend to make many more deals with Time-Out in the future."

—Roy B. Praver, Vice President
The Shopco Company

Video games an aid to learning? "There are individuals, many of them analytically extremely gifted, who are impoverished in their abilities to perceive and imagine spatial relations." —Dr. Carl Sagan



From Newton to 'Pong' ...and beyond

By Ray E. Thiry

On a particularly busy day in your games arcade, a blue-nosed parent, Mr. Eighteenth Century, or a world-changer, Ms. Doo Good, beats a path to your office. "My dear fellow," one of those persons oozes, "do you see all these children in this place?" "Yes," you reply. "Business is fine. The kids are having fun."

"Fun?" The righteous retort is that "these teenagers should be studying, improving their minds, preparing for jobs in today's world."

If you are excited like this, your response may come out of a natural tendency, to anger at someone who wants to improve the world at your expense. You may be late at the person who wants to throw a block on a wholesome form of leisure entertainment. Or, you may feel a need to apologize along the lines, "The youngsters, and those older guys over there, too, are off the streets and out of any trouble when they're here, playing electronic games."

The source is no less an authority

than a sage popularizer of science, Dr. Carl Sagan. In his best-selling book, "The Dragons of Eden," Sagan speaks in part on the development of computer graphics—"a state of sophistication that permits important and novel kinds of learning experience in arts and sciences."

In a chapter on The Future Evolution of the Brain, Sagan details the academic use of computer programs to build complex geometric forms for viewing on a cathode ray screen. One such design at Cornell University made it possible to draw contour lines on the computer's screen. In this system, a light pen is smaller, stretched, rotated, joined to other projected objects, or have parts excised.

This tool for visualizing is used, we understand, in such applications as the design of automotive bodies, parts, or modifications. But wait! you say. We were talking about fun games. The players in any arcade are concerned most with skill. Right? But while those are the players' objects—having fun and exhibiting

skill, as well as competing with others—many a pill is sugar-coated, and the medicine in this case is a little education in physics.

"The effect is quite and instructive and helps to make four-dimensional geometry much less mysterious," Sagan writes of modern computer graphics ("Dragons of Eden," Ballantine/Random House, 1977, pp. 225 et seq.).

We repeat: instructive. Sagan speaks of the "table tennis" game board represented on a CRT by Atari's pioneer video game. As Sagan explains, "Each player is given a dial that permits him to intercept the ball with a moveable racket. Points are scored if the motion of the ball is not intercepted by the racket. The game is very interesting. There is a clear learning experience involved which depends exclusively on Newton's second law for linear motion."

(Obviously, the player at this point has learned something already, PLAY METER, June, 1980)

playing Pong: If you can't deal with Newton's second law of motion, you will soon lose at Pong! Sagan, the scientist, sees deeper things. "As a result of Pong, the player can gain a deep intuitive understanding of the simplest Newtonian physics—a better understanding even than that provided on billiards, where the collisions are far from perfectly elastic and where the spinning of the balls introduces more complicated physics," he continues.

Gathering information in this way is a form of play, an important form—"it permits us to gain, without any particular future application in mind, a holistic understanding of the world." This prepares the player for later analytical thinking, says Dr. Sagan. He stresses that the space-age development of computers and microprocessors "permit play in environments otherwise totally inaccessible to the average student."

(So tell that crusader or non-player to send the kids out, the arcade more often, quoting Dr. Sagan as you do so.) Sagan goes on, "A still more interesting example is provided by the game Space War, [where] each side controls one or more 'space vehicles' which can fire missiles at the other. The motions of both the spacecraft and the missiles are governed by certain rules, for example, an inverse square gravitational field set up by a nearby planet. To destroy the spaceship of your

"The effect is quite and instructive and helps to make four-dimensional geometry much less mysterious" —Dr. Carl Sagan writes of computer images on video.

opponent you must develop an understanding of Newtonian gravitation that is simultaneously intuitive and concrete. Heavy stuff, huh? Indeed, as Sagan writes, "Those of us who do not frequently engage in interplanetary space flight do not readily evolve a right-hemisphere [of the brain] comprehension of Newtonian gravitation. Space War can fill that gap." This argument presents the think-

ing that the brain's right hemisphere learns patterns of recognition, while the left hemisphere of the brain deals in abstract terms, such as objects. Sagan writes, "The two games, Pong and Space War, suggest a gradual elaboration of computer graphics so that we gain an experiential and intuitive understanding of the laws of physics." He says that an expression of Newton's second law, $F = ma$, for example, is useful as a memory device, but it is an abstraction. The computer graphic terminal—whether in an arcade or in a classroom—goes beyond the short and of physics to give "the perspective physics of the logical scientist a more tangible experience with the cases it is less of nature summarized in Sagan's analysis in 'The Dragons of Eden'."

So, non-scientists and would-be scientists can learn about physical reality while they are playing amusement games. Carl Sagan is a professor of astronomy and space sciences at Cornell University. The author of fourteen books and many shorter pieces, he has served on the faculties of Stanford Medical School and Harvard University and during 1976-77 was associated with the Viking Mars Project in Pasadena, California. "The Dragons of Eden" is copyrighted 1977 by Carl Sagan. It is available in paperback from Ballantine/Random House.



As you sit with the intensity of a budding astronomer, Dave Coney sizes up the coordinates

PLAY METER, June, 1980

Exhibits
B2-151-SPH
White Marker
Post Exhibit 1 - ZC Commissioner file
2 - 5 5 part cases for enclosed malle
Hunt Valley, East Point, Western
Golden River Security Service
6 - Photo of front of Sphenoid
taken 2/24/82

Baltimore County Office of Planning and Zoning
July 23, 1981

PROPOSED AMENDMENTS TO THE BALTIMORE COUNTY ZONING REGULATIONS: AMUSEMENT DEVICES IN BUSINESS ZONES

A Final Report of the Baltimore County Planning Board

DISCUSSION

Presently the Zoning Commissioner, to permit the installation of pinball machines, video games, or similar amusement devices, must rely on a policy not clearly founded on any specific provision of the Zoning Regulations. As these devices are being placed in or requested for more and more types of businesses, the administrative problems arising from the lack of any clear regulatory provision for them are becoming increasingly widespread. In addition, the County appears to be losing considerable revenue that would be derived from licenses for amusement devices if they were clearly permitted. Since the amendments necessary to rectify this situation would be fairly simple and the devices themselves would probably have minimal impact on their surroundings, the Planning Board believes that this project can and should be dealt with ahead of the projected general revision of the Zoning Regulations.

The Board's approach to the problem is to propose that amusement devices be allowed as of right in Major Business (B.M.) zones, in Roadside Business (B.R.) zones, and, with special restrictions, in Local Business (B.L.) zones. Under the B.L.-zone restrictions there would be a limit on the number of devices permitted in an individual business establishment, based on the floor area of that establishment. The limit on the number of devices installed would not apply in a planned shopping center.

In a 2,400-square-foot free-standing convenience food store in a B.L. zone, for example, six amusement devices might be allowed, while a large game room containing fifteen or more devices might be typical in a shopping center in the same zone. (There would be no special restrictions on the numbers or locations of amusement devices in B.M. or B.R. zones.)

RECOMMENDATIONS

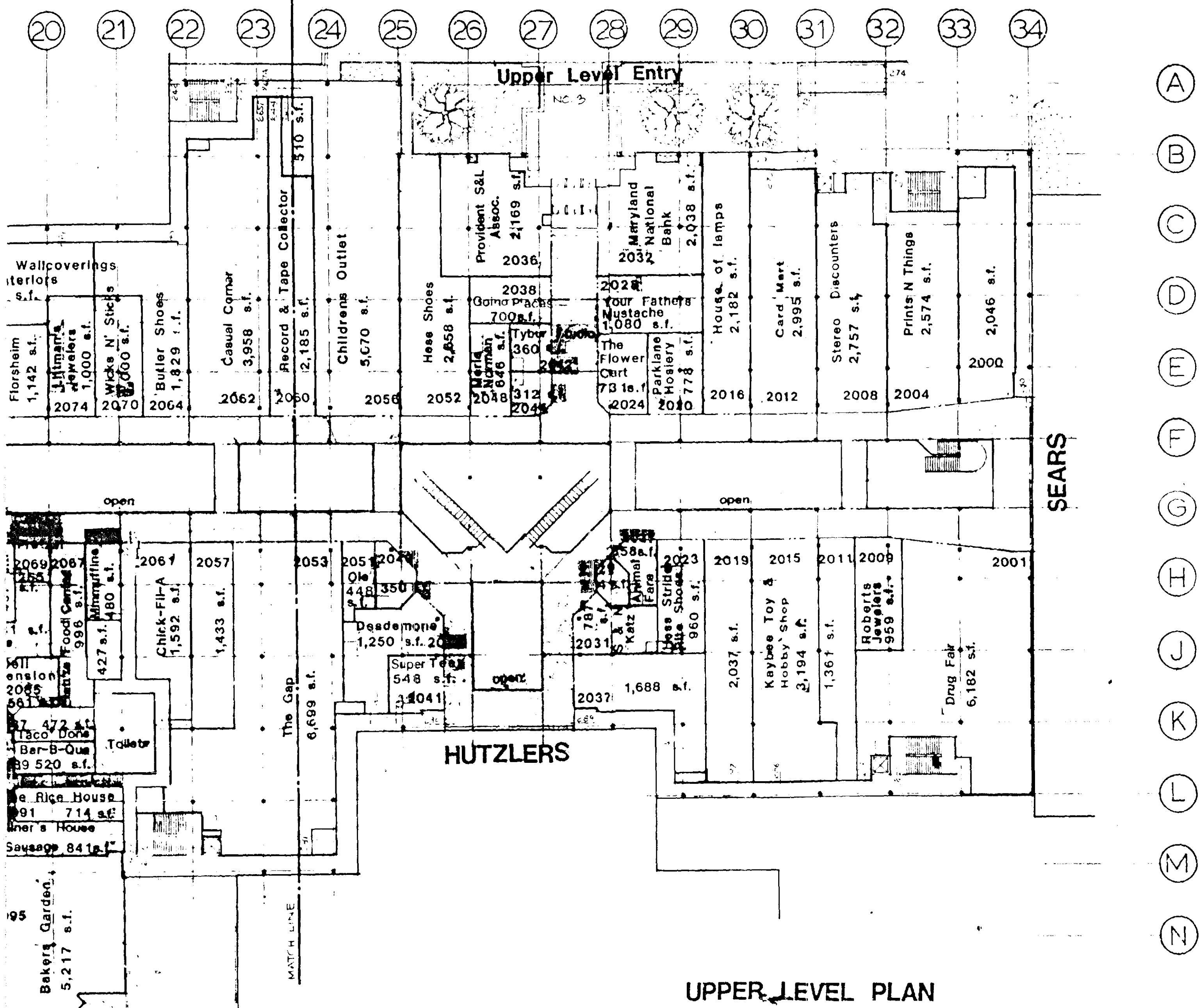
The Planning Board recommends that the Baltimore County Zoning Regulations, 1955, as amended, be further amended as set forth below:

1. In Subsection 230.9 (certain uses permitted as of right in B.L. zones), insert the following entry in alphabetical order:

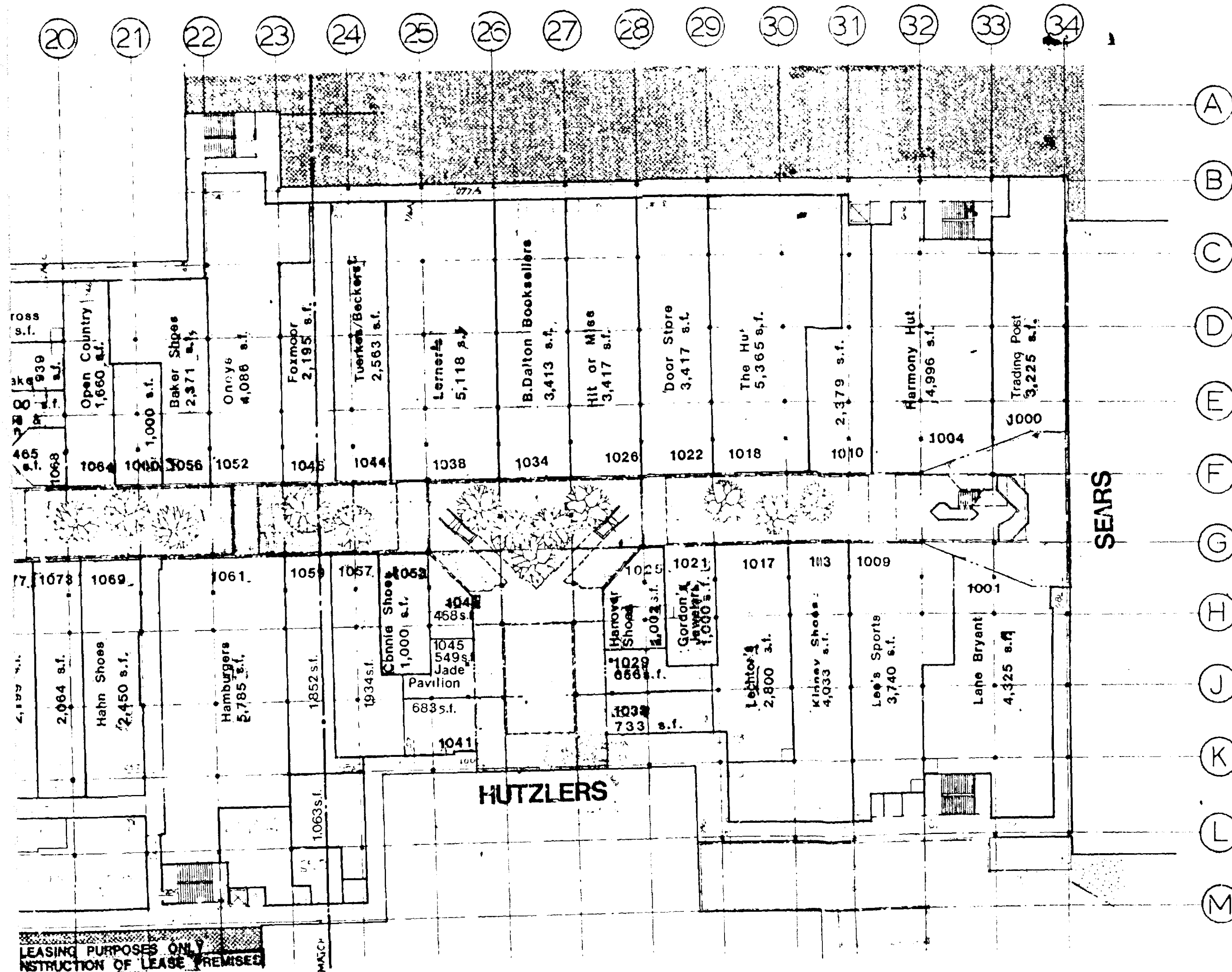
Pinball machines, video games, or other, similar player-operated amusement devices, provided that any such device is in a planned shopping center (as defined in Section 101) or, if not, that the number of devices in a single establishment does not exceed 1 for each 400 square feet of net floor area in that establishment;

2. In Subsection 233.2 (certain uses permitted as of right in B.M. zones), revise the entry permitting commercial recreation enterprises to read as follows, by adding the material underscored and deleting the bracketed material:

Adopted July 30, 1981. (Preliminary report adopted on June 18, 1981; public hearing held July 16, 1981.)

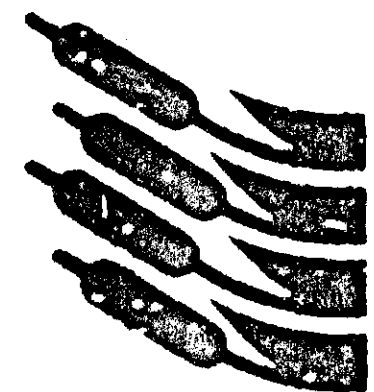


UPPER LEVEL PLAN



LOWER LEVEL PLAN

White Marsh
A Project of White Marsh Incorporated
Baltimore County Maryland



REVISIONS

No.	Date	Item
1	1/28/80	GENERAL REVISION
2	2/28/80	GENERAL REVISION
3	2/28/80	GENERAL REVISION
4	3/10/80	GENERAL REVISION
5	4/14/80	TENANT LAYOUT
6	4/11/80	GENERAL REVISION
7	4/11/80	GENERAL REVISION
8	4/11/80	GENERAL REVISION
9	5/19/80	GENERAL REVISION
10	5/19/80	GENERAL REVISION
11	6/18/80	GENERAL REVISION
12	7/1/80	GENERAL REVISION
13	7/1/80	GENERAL REVISION
14	7/1/80	GENERAL REVISION
15	7/1/80	GENERAL REVISION
16	7/1/80	GENERAL REVISION
17	7/1/80	GENERAL REVISION
18	7/1/80	GENERAL REVISION
19	7/1/80	GENERAL REVISION
20	7/1/80	GENERAL REVISION
21	7/1/80	GENERAL REVISION
22	7/1/80	GENERAL REVISION

PROJECTED LEASING PLAN

Cont. No.	7/1/80	30
Scale	1/4" = 1'-0"	91
Date	7/1/80	
Last Rev.	7/1/80	

UNWRITTEN ACTUAL TENANTS MECHANICALLY PRINTED

SHOWN THUS: [Symbol]

GROUND LESSOR
IMMEDIATE
DEDICATION PARCEL

DEVELOPER
IMMEDIATE
DEDICATION
PARCEL

PERRY HALL BOULEVARD
10.6212 AC.

DEVELOPER FUTURE
DEDICATION PARCEL

FRINGE
PARCEL K
6.2656 AC.

PENNEY PARCEL
12.6459 AC.

DEVELOPER
CORE PARCEL
1.2327 AC.

DEVELOPER
CORE PARCEL A
2.2957 AC.

W & L PARCEL
12.8855 AC.

FRINGE
PARCEL B
7.2080 AC.

DEVELOPER
CORE
PARCEL

HUTZLERS PARCEL
9.0598 AC.

DEVELOPER CORE
PARCEL C
2.7727 AC.

FRINGE PARCEL D
0.6837 AC.

WHITMAN, REQUARDT & ASSOC.
ENGINEERS
BALTIMORE, MARYLAND

CERTIFICATION

Whitman, Requardt and Associates hereby certifies to Lawyers
Title Insurance Corporation and to Real Estate Title Company,
Incorporated, that the above property has been properly surveyed
and platted, that all rights of way, easements and other matters of
record furnished have been delineated on this plot to the extent
that they are capable of being shown and that there exists no
encroachments onto the property shown hereon as of July 11, 1980.
Whitman, Requardt and Associates

By: Kenneth A. McCord

Point of BEGINNING
Lessor Easement Area Parcel,
Ground Lessor Drainage Easement
Parcel & Developer Drainage
Easement Parcel

Point of BEGINNING
Developer Fringe Parcel &
Total Leased Premises

GROUND LESSOR
DRAINAGE EASEMENT
PARCEL 1
4.2826 Ac.

FRINGE
PARCEL H
9.0793 Ac.

LEASED
PREMISES

DEVELOPER CORE
PARCEL

DEVELOPER
DRAINAGE EASEMENT
PARCEL 1
6.9615 Ac.

Point of BEGINNING
Macy Parcel

MACY PARCEL
15.8125 Ac.

ACCESS ROAD NO. 1
2.9925 Ac.

GROUND LESSOR
DRAINAGE EASEMENT
PARCEL 2
2.6638 Ac.

DEVELOPER
DRAINAGE EASEMENT
PARCEL 2
4.1251 Ac.

DEVELOPER CORE
PARCEL G -
MACY EXPANSION PARCEL
4.1789 Ac.

ACCESS ROAD NO. 1

Point of BEGINNING
Macy Expansion Parcel
Point of BEGINNING
Developer Core Parcel

DEVELOPER CORE
PARCEL F
9.5905 Ac.

DEVELOPER
IMMEDIATE
DEDICATION
PARCEL

LEASED
PREMISES

DEVELOPER CORE
PARCEL
26.9089 Ac.

ACCESS ROAD NO. 2
0.8338 Ac.

DEVELOPER CORE
PARCEL E
SEARS EXPANSION
PARCEL
2.0701 Ac.

BOULEVARD

SEARS PARCEL
13.1672 Ac.

SEARS PARCEL
1.08 Ac.

Point of BEGINNING
Hutzler's Expansion Parcel

Point of BEGINNING
Sears Parcel

FRINGE PARCEL D
0.6837 Ac.

GROUND LESSOR IMMEDIATE
DEDICATION PARCEL

Point of BEGINNING
Sears Expansion Parcel &
Developer Core Parcel

NOTES:

1. Developer Core Parcel also includes "Access Roads".
2. Parcel outlines agree with those as shown on the record plots for "Whitemarsh Mall (Revised)" which have been recorded in the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. No. 46 at folios 61, 62 and 63.
3. Subject to a general right of way easement E.H.K., Jr. 5488/462

EXHIBIT "C" - PART I

WHITE MARSH MALL

SURVEY PLAN

SCALE: 0 100 200 300

DATE: JULY 8, 1980

Commercial recreation enterprises, including dance halls, skating rinks, and others which—in the judgment of the Zoning Commissioner—are similar, but excluding merry-go-rounds [and] freak shows, and shooting galleries [and penny arcades];

3. In Subsection 233.2 (certain uses permitted as of right in B.M. zones), insert the following entry in alphabetical order:

Pinball machines, video games, or other, similar player-operated amusement devices, whether or not in a planned shopping center and without limitation with respect to floor area;

Commercial recreation enterprises, including dance halls, skating rinks, and others which—in the judgment of the Zoning Commissioner—are similar, but excluding merry-go-rounds [and] freak shows, and shooting galleries [and penny arcades];

3. In Subsection 233.2 (certain uses permitted as of right in B.M. zones), insert the following entry in alphabetical order:

Pinball machines, video games, or other, similar player-operated amusement devices, whether or not in a planned shopping center and without limitation with respect to floor area;



BALTIMORE COUNTY
DEPARTMENT OF TRAFFIC ENGINEERING
TOWSON, MARYLAND 21204
494-3550

STEPHEN E. COLLINS
DIRECTOR

March 9, 1982

Mr. William Hammond
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Dear Mr. Hammond:

With regard to Zoning Advisory Meeting of November 10, 1981, the Department of Traffic Engineering has no comment for item numbers 83, 84 and 85.

Very truly yours,

Michael S. Flanigan
Michael S. Flanigan
Engineer Associate II

MSF/bza

*White Marsh Mall
82-151-SPH
1/5*

494-3180

82-380

County Board of Appeals
Room 219, Court House
Towson, Maryland 21204
March 2, 1982



Abraham L. Adler, Esq.
36 S. Charles St., Suite 2110
Baltimore, Md. 21201

Dear Mr. Adler:

Re: Case No. 82-151-SPH
White Marsh Mall, Inc.

Enclosed herewith is a copy of the Opinion and Order passed today by the County Board of Appeals in the above entitled case.

Very truly yours,

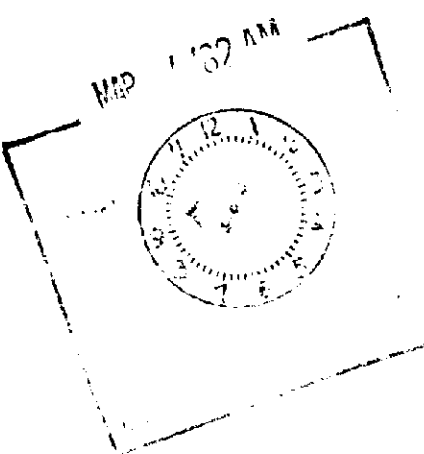
June Holmen
June Holmen, Secretary

Encl.
cc: White Marsh Mall, Inc.
Wizardry, Inc.
J. W. Hession, Esq.
J. E. Dyer
J. Hoswell
W. Hammond
N. Gerber
T. J. Bollinger

494-3180

*82-380
1/5*

County Board of Appeals
Room 219, Court House
Towson, Maryland 21204
March 4, 1982



Abraham L. Adler, Esq.
36 S. Charles St., Suite 2110
Baltimore, Md. 21201

Dear Mr. Adler:

Re: Case No. 82-151-SPH
White Marsh Mall, Inc.

Enclosed is a corrected copy of the second page containing the Order in the above case. Note corrected date.

Very truly yours,

June Holmen
June Holmen, Secretary

Encl.
cc: White Marsh Mall, Inc.
Wizardry, Inc.
J. W. Hession, Esq.
J. E. Dyer
J. Hoswell
W. Hammond
N. Gerber
T. J. Bollinger, Esq.

March 5, 1982

OK John H. H.

Mr. William E. Hammond
Zoning Commissioner
Room 109, County Office Building
Towson, Maryland 21204

RE: Case No. 82-151-SPH
Building Permit Application
No. 49237-49243 (C-231-82)
14th Election District

Dear Mr. Hammond:

We, the undersigned, being the owner of the above mentioned property and the applicant for the above referenced building permit, do hereby acknowledge that we are fully aware of your Order being subject to a thirty (30) day appeal period, but wish to go ahead with the construction of improvements on the property prior to the expiration of said appeal period.

We hereby relieve our builder, Baltimore County Maryland and you from any liability or responsibility in this matter and agree to assume any and all financial responsibility for any consequences which might arise during the appeal period if an appeal is filed after construction has begun.

Very truly yours,

WIZARDRY, INC.

By: *Steven Seif*
STEVEN SEIF, President

White Marsh Mall, Inc.

x By: *Richard Oliver*
RICHARD OLIVER

LANDLORD

PETITION FOR SPECIAL HEARING

14th DISTRICT

ZONING: Petition for Special Hearing
LOCATION: Northeast Corner of Honeygo Boulevard and Perry Hall Blvd.
DATE & TIME: Tuesday, January 5, 1982, at 10:15 A.M.
PUBLIC HEARING: Room 106, County Office Building, 111 W. Chesapeake Ave., Towson, Maryland 21204

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing:

Petition for Special Hearing under Section 500.7 of the Baltimore County Zoning Regulations to determine whether or not the Zoning Commissioner and/or Deputy Zoning Commissioner should approve the use of the Property as follows: 75% amusement game center and 25% retail video game store, pursuant to the Zoning Regulations which permit a commercial recreation enterprise in a B.M. Zone

All that parcel of land in the Fourteenth District of Baltimore County.

DESCRIPTION FOR SPECIAL HEARING

The premises known as store 2191 and having a total area of 1989 square feet and located on the second level of the enclosed Mall in the shopping center known as Whitmarsh Mall, located at the Northeast Corner of Honeygo Blvd. and Perry Hall Blvd., being recorded among the land records of Baltimore County, MD in Plat Book E.H.K., Jr. No. 46 Folios 62 and 63, Lots 1-A and 1-B respectively.

Being the property of White Marsh Mall, Inc., as shown on plat plan filed with the Zoning Department.

Hearing Date: Tuesday, January 5, 1982, at 10:15 A.M.
Public Hearing: Room 106, County Office Building, 111 W. Chesapeake Avenue, Towson, Maryland

BY ORDER OF
WILLIAM E. HAMMOND
ZONING COMMISSIONER
OF BALTIMORE COUNTY

WILLIAM E. HAMMOND
ZONING COMMISSIONER

December 30, 1981

Abraham L. Adler, Esquire
36 S. Charles Street
Suite 2110
Baltimore, MD 21201

RE: Petition for Special Hearing
NE/corner of Honeygo & Perry Hall Blvds.
White Marsh Mall, Inc. - Petitioner
Case #82-151-SPH

Dear Mr. Adler:

This is to advise you that \$62.50 is due for advertising and posting of the above property.

Please make check payable to Baltimore County, Maryland, and remit to Karen Riegel, Room 113, County Office Building, Towson, Maryland 21204 before the hearing.

Very truly yours,

WILLIAM E. HAMMOND
Zoning Commissioner

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE - REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT

No. 104507

DATE 1/7/82 ACCOUNT 01-662

AMOUNT \$62.50

RECEIVED FROM Abraham L. Adler, P.A.

FOR Posting & Advertising of Case #82-151-SPH
(White Marsh Mall)

8107248 6

6250.46

VALIDATION OR SIGNATURE OF CASHIER

Abraham L. Adler, Esquire
36 S. Charles Street
Suite 2110
Baltimore, Maryland 21201

December 7, 1981

NOTICE OF HEARING

RE: Petition for Special Hearing
NE/corner of Honeygo Blvd. and Perry Hall Blvd.
White Marsh Mall, Inc. - Petitioner
Case #82-151-SPH

TIME: 10:15 A.M.

DATE: Tuesday, January 5, 1982

PLACE: ROOM 106 COUNTY OFFICE BUILDING, 111 W. CHESAPEAKE AVENUE,

TOWSON, MARYLAND

cc: Wizardry, Inc.
Steven D. Self, President
6908 Bonnie Ridge Drive
Apartment #101
Baltimore, MD 21209

ZONING COMMISSIONER OF
BALTIMORE COUNTY

Law Office
ABRAHAM L. ADLER, P.A.
SUITE 2110
CHARLES CENTER SOUTH
BALTIMORE, MARYLAND 21201

December 4, 1981

William E. Hammond
Zoning Commissioner
Baltimore County Office of
Planning & Zoning
County Office Bldg.
111 W. Chesapeake Avenue
Towson, Md. 21204

Dear Mr. Hammond:

Please be advised that I represent Wizardry, Inc., who applied on October 28, 1981 for a special hearing under Section 500.7 of the Baltimore County Zoning Regulations for approval of their leased premises in the White Marsh Mall for an amusement center and video game store. Because of the lease commitments, it is essential that a hearing be granted as soon as possible under whatever type of emergency procedures are available. Otherwise, we may face a cancellation or ejection of same.

Because of the magnitude of this problem, I would appreciate it greatly if you could schedule a hearing as promptly as possible.

Very truly yours,

Abraham L. Adler
Attorney for Petitioner

ALA:ph

January 29, 1982

John W. Hession, III, Esquire
People's Counsel for Baltimore County
Room 223, Court House
Towson, Maryland 21204

RE: Petition for Special Hearing
NE/corner of Honeygo & Perry Hall Blvds.
White Marsh Mall - Petitioner
Case #82-151-SPH

Dear Mr. Hession:

Please be advised that an Appeal has been filed by Abraham L. Adler, Attorney representing White Marsh Mall, Inc. and Wizardry, Inc., from my decision rendered in the above-referenced matter.

You will be notified of the date and time of the appeal hearing when it is scheduled by the County Board of Appeals.

Very truly yours,

William E. Hammond
Zoning Commissioner

WEH:kkr

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. William E. Hammond
TO: Zoning Commissioner
Norman E. Gerber, Director
FROM: Office of Planning and Zoning

Date: December 22, 1981

SUBJECT: Zoning Petition No. 82-151-SPH

There are no comprehensive planning factors requiring comment on this petition.

Norman E. Gerber
Director of Planning and Zoning

NEG:JGH:dme

2/2/82-Notified the following of hearing set for Thursday, Feb. 25, 1982, at 11:30 a.m.:

Abraham Adler, Esq.
White Marsh Mall, Inc.
Wizardry, Inc.
J. Hession
J. Dyer
J. Hoswell
W. Hammond
N. Gerber
T. J. Bollinger

494-3160

County Board of Appeals
Room 219, Court House
Towson, Maryland 21204
March 2, 1982

Abraham L. Adler, Esq.
36 S. Charles St., Suite 2110
Baltimore, Md. 21201

Re: Case No. 82-151-SPH
White Marsh Mall, Inc.

Dear Mr. Adler:

Enclosed herewith is a copy of the Opinion and Order passed today by the County Board of Appeals in the above entitled case.

Very truly yours,

June Holmen, Secretary

Encl.
cc: White Marsh Mall, Inc.
Wizardry, Inc.
J. W. Hession, Esq.
J. E. Dyer
J. Hoswell
W. Hammond
N. Gerber
T. J. Bollinger

January 18, 1982

Abraham L. Adler, Esquire
36 South Charles Street, Suite 2110
Baltimore, Maryland 21201

RE: Petition for Special Hearing
NE/corner of Honeygo and Perry
Hall Boulevards - 14th Election
District
White Marsh Mall, Inc. - Petitioner
NO. 82-151-SPH (Item No. 84)

Dear Mr. Adler:

I have this date passed my Order in the above referenced matter in accordance with the attached.

Very truly yours,

WILLIAM E. HAMMOND
Zoning Commissioner

WEH/srl

Attachments

cc: John W. Hession, III, Esquire
People's Counsel

County Board of Appeals
Room 219, Court House
Towson, Maryland 21204
March 4, 1982

Abraham L. Adler, Esq.
36 S. Charles St., Suite 2110
Baltimore, Md. 21201

Dear Mr. Adler:

Re: Case No. 82-151-SPH
White Marsh Mall, Inc.

Enclosed is a corrected copy of the second page containing the Order in the above case. Note corrected date.

Very truly yours,

June Holmen
June Holmen, Secretary

Encl.
cc: White Marsh Mall, Inc.
Wizadry, Inc.
J. W. Hession, Esq.
J. E. Dyer
J. Hoswell
W. Hammond
N. Garber
T. J. Bollinger, Esq.

Law Office
ABRAHAM L. ADLER, P.A.
SUITE 2110
CHARLES CENTER SOUTH
BALTIMORE, MARYLAND 21201

January 20, 1982

Telephone
752-7651

William T. Hackell
Chairman
Baltimore County Board of Appeals
Room 200, Old Court House
Towson, Maryland 21204

Re: Appeal from the Order
of William E. Hammond,
Zoning Commissioner
Special Hearing or
No. 82-151SPH

Dear Mr. Hackell:

I am sure you are aware that on January 18, 1982, Commissioner Hammond denied the request of my client, Wizardry, Inc., to open an amusement center to be located in the White Marsh Shopping Mall at the northeast corner of Honeygo and Perry Hall Blvd. The amusement center would be used as follows: 75% of the space to be utilized as a game room and the remaining 25% to be utilized in retail sales. As you are also aware by now, on the same date our office filed an Appeal of that Order. At that time, we inquired as to when we could expect to have a hearing on this matter, and were informed that no specific date could be given at that time.

I would appreciate it if this matter could be expedited so that a final decision can be rendered as soon as possible. In the past, the Board of Appeals has consistently reversed the Zoning Commissioner's Orders, enabling amusement centers to be located within the Golden Ring Mall, Hunt Valley Mall, Security Square Mall and numerous others; and we believe our appeal warrants the same treatment.

As of this date, our clients have expended large sums of money in readying the facility for its ultimate operation. Each day that passes costs our clients \$700-\$800 in expenses. As you can see, if this matter is put on hold for a lengthy period, quite a large sum of money will have to be put forward without any hope of recovery.

Set for 2/25/82 - 11:30 am

William T. Hackell
Chairman
Baltimore County Board of Appeals
January 20, 1982
Page Two

On January 18, 1982, Counselmen Bachur, Gallagher and Hickernell proposed a compromise Bill concerning the allowance of arcades in enclosed Malls which are more than 1,000 feet distant from the nearest school and where there is no direct exterior entrance to the arcade. A copy of this Bill is attached. It is apparent from the site plans and descriptions set forth in the above referenced file that the proposed amusement center complies with all of the previously mentioned requirements.

It is my utmost desire that you give this matter your immediate attention so as to avoid any further postponement in the opening of the proposed amusement center. Please schedule this hearing without any further delay.

Very truly yours,

Abraham L. Adler
Abraham L. Adler

ALA:rh

Enclosure

RECEIVED
BALTIMORE COUNTY BOARD OF APPEALS
JAN 27 9 37 AM '82
OFFICE OF THE CLERK
BY: [Signature]

County Board of Appeals
Room 219, Court House
Towson, Maryland 21204

Feb. 2, 1982

NOTICE OF ASSIGNMENT

NO POSTPONEMENTS WILL BE GRANTED WITHOUT GOOD AND SUFFICIENT REASONS. REQUESTS FOR POSTPONEMENTS MUST BE IN WRITING AND IN STRICT COMPLIANCE WITH BOARD RULE 2(b). ABSOLUTELY NO POSTPONEMENTS WILL BE GRANTED WITHIN FIFTEEN (15) DAYS OF SCHEDULED HEARING DATE IN ACCORDANCE WITH RULE 2(c). COUNTY COUNCIL BILL #108

CASE NO. 82-151-SPH

WHITE MARSH MALL, INC.

NE/cor. Honeygo and Perry Hall Blvds.

14th District

Re: Amusement game center

1/18/82-Z.C. (Hammond) DENIED Petition for Special Hearing

ASSIGNED FOR:

THURSDAY, FEBRUARY 25, 1982, at 11:30 a.m.

cc: Abraham L. Adler, Esq.

Counsel for Petitioner and Contract Purchaser/
Tenant-Lessee

White Marsh Mall, Inc.

Petitioner

Wizadry, Inc.

Contract Purchaser/Tenant-Lessee

John W. Hession, Esq.

People's Counsel

J. E. Dyer

J. Hoswell

W. Hammond

N. Garber

June Holmen, Secretary

WHITE MARSH MALL, INC.
LEASE AGREEMENT
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LEASE AGREEMENT

by and between

WHITE MARSH MALL, INC.
(Landlord)

and

WIZARDRY, INC.

(Tenant)

**PETITIONER'S
EXHIBIT 10**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made as of the 8th day of December, 1981, by and between WHITE MARSH MALL, "C.", a Maryland corporation ("Landlord") and WIZARDRY, INC., a Maryland corporation ("Tenant").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS AND ATTACHMENTS

Section 1.1. Certain Defined Terms.

- As used herein, the term:
- "Shopping Center Area" means that certain parcel of land, situate in Baltimore County, Maryland, more particularly described in Schedule "A-1."
 - "Shopping Center" means the Shopping Center Area and the adjacent parcel or parcels of land more particularly described in Schedule "A-2."
 - "Landlord's Building" means the structure constructed or to be constructed by Landlord in the location shown on Schedule "A", as the same may be altered, reduced, expanded or replaced from time to time.
 - "Premises" means that portion of Landlord's Building shown on Schedule "A" having the following approximate dimensions:
Width: 20 feet, (irregular)
Depth: 71 feet, 10 1/2 inches (irregular)
Floor Area: 1,989 square feet
The actual dimensions of the Premises shall be determined by measurement pursuant to the provisions of Section 2.2.
 - "Term" means a period of ten (10) years plus the part of a month mentioned in Section 3.1, commencing and ending as provided in Section 3.1.
 - "Permitted Use" means the ~~retail~~ operation of a family home entertainment center and electronic game store. Tenant agrees to use no less than the front fifteen percent (15%) of Floor Area for the sale, at retail, of amusement games, hand-held electronic games and other miscellaneous electronic games products, electronic video games and accessories and home computer systems. Tenant shall also have the right to operate the maximum number of electronic amusement games for use in the Premises.
 - "Annual Basic Rental" means an amount equal to the product of \$ 30.00 multiplied by Tenant's Floor Area, which shall be subject to adjustment as provided in Section 5.1.
 - "Annual Percentage Rental" means a sum equal to eight percent (8%) of the amount by which Gross Sales exceeds the product of \$ 375.00 multiplied by Tenant's Floor Area, which shall be subject to adjustment as provided in Section 5.1.
 - "Advance Rental" means the sum of \$ None See Section 5.9.
 - "HVAC Equipment Contribution Rate" means the sum of \$75. See Section 12.2.
 - "Merchant's Association Contribution Rate" means the sum of \$50. See Section 11.2.
 - "Sprinkler Contribution Rate" means the sum of \$20. See Section 12.3.

as permitted at any one time by the applicable zoning laws and regulations of Baltimore County, Maryland

M. "Tenant Notice Address" means
Mr. Steve Seif
Wizardry, Inc.
P.O. Box 2983
Brooklandville, MD 21022

N. "Tenant Trade Name" means NOW PLAYING

O. "Landlord's Floor Area" means the aggregate amount of square feet of leasable floor area in Landlord's Building which, with respect to any such floor area which has been leased to any rent-paying tenant, shall be determined in accordance with the provisions of any lease applicable thereto and which, with respect to any such floor area not so leased, shall consist of all such leasable floor area in Landlord's Building designed for the exclusive use and occupancy of rent-paying tenants; which shall exclude Common Areas, mezzanine areas and areas used for management and promotion offices.

P. "Tenant's Floor Area" means that portion of Landlord's Floor Area constituting the Premises which shall be measured (a) with respect to the front and rear width thereof, from exterior face of the adjacent exterior or corridor wall, or, if none, to the center of the demising partition, a (b) with respect to the depth thereof, from the front lease line (as designated on the Lease Outline Drawings to be prepared by Landlord pursuant to Schedule "B" hereof, with respect to the Premises, or pursuant to other leases, with respect to wall, or, if neither, to the center of the rear demising partition; and in no case shall there be any deduction for columns or other structural elements within any tenant's premises.

Q. "Common Areas" means those areas and facilities which may be furnished by Landlord in or near the Shopping Center Area for the non-exclusive general common use of tenants, employees and customers, including (without limitation) all parking areas, access roads, employee parking areas, truckways, driveways, loading docks and areas, delivery passages, retaining walls, stairways, escalators, elevators, bus stops, first-aid stations, lighting facilities, comfort stations or rest rooms, civic center, meeting rooms, and other similar areas, facilities or improvements.

R. "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Maryland, or (ii) 18%.

S. "Grand Opening Date" means the date designated by Landlord for the initial opening for business of Landlord's Building.

Section 1.2. Additional Defined Terms.

The following additional terms are defined in the places in this Lease noted below:

Term	Section
"Additional Rental"	5.1
"Annual Merchants' Association Contribution"	11.2
"Association Year"	11.4
"Casualty"	14.1
"Consumer Price Index"	11.2
"Event of Default"	17.1
"Expansion Opening Contribution"	11.2
"Fiscal Year"	12.2
"Gross Sales"	5.1
"Ground Lease"	2.1
"Ground Lessor"	2.1
"HVAC Factor"	12.1
"Landlord's Operating Costs"	12.2
"Liquidated Damages"	17.5
"Mortgage"	17.3
"Mortgagee"	18.1
"Opening Contribution"	16.1
	11.2

"Opening Day"	11.4
"Ready for Occupancy"	7.3
"Rental"	5.1
"Rental Year"	5.4
"Taxes"	6.1
"Tax Year"	6.3
"Tenant's HVAC Energy Charge"	12.3
"Termination Damages"	17.3

Section 1.3. Attachments.

The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant hereto, shall be deemed to be a part hereof:

Schedule "A"	- Drawing Showing Landlord's Building
Schedule "A-1"	- Legal Description of Shopping Center Area
Schedule "A-2"	- Legal Description of Adjacent Parcels
Schedule "B"	- Description of Landlord's Work and Tenant's Work
Schedule "C"	- Tenant Design Criteria
Schedule "D"	- Form of Estoppel Certificate

ARTICLE II PREMISES

Section 2.1. Demise.

Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Premises for the Term and at the Rental hereinafter described.

It is intended and understood by both parties to this Lease that this Lease is a sublease of the Premises and is subject to a certain Lease and Purchase Option (which, as heretofore hereinafter amended, is referred to herein as the "Ground Lease") between Nottingham Village, Inc., a Maryland corporation (the "Ground Lessor") and White Marsh Mall Associates, a Maryland general partnership (the "Ground Lessee") dated December 28, 1978, and recorded in Liber EHK Jr. No. 5974, folio 629 of the Land Records of the County of Baltimore, State of Maryland.

Landlord warrants that it and no other person or corporation has the right to lease the Premises hereby demised and so long as Tenant is not in default hereunder, Tenant shall have peaceful and quiet use and possession of the Premises, subject to the Ground Lease, any Mortgage, all matters of record or other agreements to which this Lease is or may hereafter be subordinated.

Section 2.2. Measurement of Premises.

On or before the commencement of the Term, or within a reasonable time thereafter, in the manner provided for in Section 1.1.P., Landlord shall measure the Premises and shall give Tenant notice of the floor area so determined. The floor area stated in such notice shall be deemed to be Tenant's Floor Area for all purposes of this Lease unless, within ten (10) days after receipt of such notice, Tenant shall give Landlord notice that Tenant believes Landlord's measurement to be inaccurate, in which event Landlord shall cause its architect or engineer to make such measurement and certify the same to the parties. Tenant's Floor Area so certified shall be binding on the parties and shall be deemed to be Tenant's Floor Area for all purposes of this Lease. Landlord warrants that Tenant's Floor Area determined by measurement pursuant to this Section shall be within ten percent (10%) of the approximate floor area shown in clause D of Section 1.1.

ARTICLE III TERM

Section 3.1. Term.

The Term shall commence on the earlier to occur of (a) the first day on which the Premises are "Ready for Occupancy" (as defined in Section 7.3), or (b) Tenant's opening of its business in the Premises, and shall be for the number of years set forth in clause E of Section 1.1, plus the part of a month, if any, from the date of the commencement of the Term through the last day of the month immediately prior to the first full calendar month in the Term. Landlord and Tenant agree, upon the demand of the other, to execute a declaration certifying the commencement and termination dates of the Term as soon as the commencement date has been determined.

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buildings and improvements situated thereon, together with the reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge, all the foregoing being collectively referred to herein as "Taxes." Tenant's proportionate share of Taxes for any Tax Year shall be computed by multiplying the amount of such Taxes by a fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be Landlord's Floor Area. For the Tax Year in which the Term commences or terminates, the provisions of this Section shall apply, but Tenant's liability for its proportionate share of any taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the Term.

Section 6.2. Payment of Proportionate Share of Taxes.

Tenant's proportionate share of Taxes shall be paid by Tenant in equal monthly installments in such amounts as are estimated and billed for each Tax Year by Landlord at the commencement of the Term and at the beginning of each successive Tax Year during the Term, each such installment being due on the first day of each calendar month. At any time during a Tax Year, Landlord may reestimate Tenant's proportionate share of taxes and adjust Tenant's equal monthly installments payable thereafter during the Tax Year to reflect more accurately Tenant's proportionate share of Taxes. Within ninety (90) days after Landlord's receipt of tax bills for each Tax Year, or such reasonable (in Landlord's determination) time thereafter, Landlord will certify to Tenant the amount of Taxes for the Tax Year in question and the amount of Tenant's proportionate share thereof. The proportionate share paid or payable for each Tax Year shall be adjusted between Landlord and Tenant, and Landlord and Tenant hereby agree that Tenant shall pay Landlord or Landlord shall credit to Tenant's account (or, if such adjustment is at the end of the Term, pay Tenant), as the case may be, within thirty (30) days of the aforesaid certification to Tenant, such amount necessary to effect such adjustment. The failure of Landlord to provide such certification within the time prescribed above shall not relieve Tenant of its obligations generally or for the specific Tax Year in which any such failure occurs.

Section 6.3. "Tax Year" Defined.

The term "Tax Year" means each twelve (12) month period (deemed, for the purpose of this Section, to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Shopping Center Area.

Section 6.4. Taxes on Rental.

In addition to Tenant's proportionate share of Taxes, Tenant shall pay to the appropriate agency any and all sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by the State of Maryland or any political subdivision thereof or other taxing authority upon any Rental payable hereunder.

ARTICLE VII IMPROVEMENTS

Section 7.1. Landlord's Improvements.

Subject to the provisions of Section 20.1 hereof, and subject to delays due to labor disputes, Acts of God or the public enemy, governmental regulations or controls, Casualty or other conditions, beyond its reasonable control, Landlord will, as promptly as possible, let contracts for the construction of the improvements in or about Landlord's Building which it is to construct in the Shopping Center Area, as more particularly described in Schedule "B."

Section 7.2. Tenant's Improvements.

On or before the commencement of the Term, Tenant shall, at its sole cost and expense, complete all improvements and other work to be performed by it pursuant to Schedule "B." Tenant will be permitted by Landlord to enter the Premises in accordance with Schedule "B" for the purpose of performing its obligations under Schedule "B" and for the purpose of installing its fixtures and other equipment, provided (a) Tenant shall have obtained Landlord's written approval of the plans and specifications for such work, (b) Tenant shall have deposited with Landlord the policies or certificates of insurance required in Section 13.3; and (c) Tenant shall have deposited with Landlord the required fifty percent (50%) deposit toward the cost of those items set forth in Section D.I.x.a. of Schedule "B." Tenant's activities shall be conducted so as not to unduly interfere with Landlord's construction activities. All trash which may accumulate in connection with Tenant's construction and merchandising activities shall be contained within the Premises and deposited daily at the storefront of the Premises. Landlord shall remove such trash at Tenant's expense, as more particularly described in Section D. of Schedule "B." During such period, Tenant shall perform all duties and obligations imposed

Section 3.2. Termination.

This Lease shall terminate at the end of the Term without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice has been given. For the period of three (3) months prior to the expiration of the Term, Landlord shall have the right to display on the exterior of the Premises a "For Rent" sign (not to exceed one foot by one foot in size) and during such period Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

Section 3.3. Holding Over.

If Tenant shall be in possession of the Premises at the end of the Term with the consent or permission of Landlord, the tenancy under this Lease shall become month to month upon all the terms and conditions contained in this Lease and such tenancy shall be terminable by either party on thirty (30) days' notice to the other party.

ARTICLE IV USE

Section 4.1. Prompt Occupancy and Use.

Tenant shall occupy the Premises upon commencement of the Term and thereafter will continuously use the Premises for the Permitted Use and for no other purpose whatsoever; provided, that if the Premises are Ready for Occupancy prior to the Grand Opening Date, Landlord may require Tenant to defer its opening for business until the Grand Opening Date, in which event Tenant shall not be required to pay any Rental until it is permitted to open for business.

Section 4.2. Storage and Office Areas.

Tenant shall use only such minor portions of the Premises for storage and office purposes as are reasonably required therefor.

Section 4.3. Tenant's Trade Name.

Unless otherwise approved by Landlord, Tenant shall conduct business in the Premises only in Tenant's Trade Name.

Section 4.4. Operating Hours.

Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business in and at the Premises. Unless other hours are approved by Landlord in writing, Tenant shall cause the Premises to be open for business from 10:00 a.m. until 9:30 p.m. Monday through Saturday unless other operating hours are required by Landlord and approved by tenants and occupants of more than fifty percent (50%) of Landlord's Floor Area. If Tenant shall request Landlord's approval of the opening of the Premises for business for periods exceeding those designated above, and Landlord shall approve such request, Tenant shall pay for any additional costs incurred by Landlord in connection with Tenant's opening of the Premises for business during such additional hours, including but not limited to, any additional amounts of Landlord's Operating Costs, additional costs of heating, ventilating and air-conditioning the Common Areas and the Premises, and additional utilities furnished to the Premises by Landlord.

ARTICLE V RENTAL

Section 5.1. Rentals Payable.

Tenant covenants and agrees to pay to Landlord as rental ("Rental") for the Premises, the following:

- the Annual Basic Rental specified in clause G of Section 1.1; plus
 - the Annual Percentage Rental specified in clause H of Section 1.1; plus
 - all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rental (collectively referred to as "Additional Rental");
- provided, however, that the Annual Basic Rental and the minimum amount of Gross Sales included in the Annual Percentage Rental shall be reduced proportionately for any Rental Year of less than twelve (12) calendar months.

Section 7.3. "Ready for Occupancy" Defined.

The Premises shall be "Ready for Occupancy" as of the date on which the last of the following shall have occurred:

- Landlord shall have substantially completed all work to be performed by it pursuant to Schedule "B" which is necessary to permit Tenant to commence the work to be performed by it under Schedule "B";
- For the purpose of this clause (a) of Section 7.3, the term "substantially completed" shall mean the date upon which Landlord has completed its work as set forth in Sections A and B of Schedule "B" to the point where Tenant's contractor may commence the construction of Tenant's work as specified in Section C of Schedule "B". Landlord will not be required to complete the sprinkler system and heating, ventilating and air-conditioning system until Tenant has commenced construction of Tenant's work and completed certain portions of said work designated by Landlord. Landlord will then reenter the Premises and complete the sprinkler system and heating, ventilating and air-conditioning system.
- Sixty (60) days shall have passed from the date Tenant shall have received Landlord's authorization to enter the Premises to complete the work to be performed by it pursuant to Schedule "B" and to fix the Premises and otherwise make the Premises ready for opening for business.
- at least 4.5 automobile parking spaces for each 1,000 square feet of Landlord's Floor Area shall be available in the Shopping Center;
- at least 200,000 square feet of Landlord's Floor Area including the Premises but excluding department stores, shall have been substantially completed and turned over to tenants for finishing; and
- three (3) department stores in the Shopping Center, with not less than approximately 100,000 square feet of floor area each, shall be substantially completed and open or ready to open for business.

Section 7.4. Effect of Opening for Business.

By opening the Premises for business, Tenant shall be deemed to have: (a) accepted the Premises, (b) acknowledged that the Premises are Ready for Occupancy hereunder, and (c) agreed that the obligations of Landlord under Schedule "B" have been fully performed.

Section 7.5. Mechanic's Liens.

No work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rental.

Section 7.6. Tenant's Trade Fixtures.

All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; provided Tenant shall not at such time be in default of any terms or covenants of this Lease; and provided further that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and apparatus and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures and apparatus. If Tenant is in default, Landlord shall have the benefit of any applicable lien on Tenant's property located in or on the Premises as may be permitted under the laws of Maryland, and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured.

ARTICLE VI TAXES

Section 6.1. Tenant to Pay Proportionate Share of Taxes.

Tenant shall pay in each Tax Year during the Term, as Additional Rental, a proportionate share of all real estate taxes, ad valorem taxes and assessments, general and special assessments, taxes on real estate rental receipts, taxes on Landlord's gross receipts, or any other tax imposed upon or levied against real estate or upon owners of real estate as such rather than persons generally, payable with respect to or allocable to the Shopping Center Area, including all land, Landlord's Building and all other

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the following three courses and distances, (11) Southeasterly along a curve to the left, having a radius of 240.00 feet, for a distance of 87.05 feet, being subtended by a Chord bearing and distance of South 85°41'21" East, 191.56 feet; (12) Southeasterly along a curve to the right, having a radius of 289.50 feet, for a distance of 226.58 feet, being subtended by a Chord bearing and distance of South 86°47'21" East, 220.84 feet; (13) Southeasterly along a curve to the right, having a radius of 2039.50 feet, for a distance of 317.34 feet, being subtended by a Chord bearing and distance of South 59°54'17" East, 317.02 feet, to a point on the outline of Parcel I, as shown on the aforementioned Sheet 2 of 3, thence binding on said Parcel I, the following four courses and distances, (14) Southeasterly along a curve to the right, having a radius of 2039.50 feet, for a distance of 47.05 feet, being subtended by a Chord bearing and distance of South 54°46'47" East, 47.95 feet; (15) Southeasterly along a curve to the left, having a radius of 140.50 feet, for a distance of 434.35 feet, being subtended by a Chord bearing and distance of South 62°55'41" East, 432.64 feet; (16) South 71°45'00" East, 181.95 feet; (17) Northeasterly along a curve to the left, having a radius of 140.00 feet, for a distance of 191.05 feet, being subtended by a Chord bearing and distance of North 68°49'00" East, 176.57 feet to a point on the outline of the aforementioned Parcel M, thence binding thereon, (18) Northeasterly along a curve to the left, having a radius of 140.00 feet, for a distance of 7.47 feet, being subtended by a Chord bearing and distance of North 28°32'02" East, 7.46 feet to a point on the aforementioned westerly side of Honeygo Boulevard, thence binding on said Honeygo Boulevard, the following two courses and distances, (19) Southeasterly along a curve to the right, having a radius of 2435.00 feet, for a distance of 118.23 feet, being subtended by a Chord bearing and distance of South 16°51'52" West, 118.22 feet; (2) South 18°15'00" West, 146.46 feet to the point of BEGINNING.

Containing 2.7843 acres of land, more or less.

V. ACCESS NO. 2 (0.7790 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the southerlymost corner of "Access No. 2" as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the northerly side of Honeygo Boulevard, 130 feet wide, being on the curved line of a radius of 1746.93 feet and 2744.07 feet in length, 194.91 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel E, as shown on said Plat, the following three courses and distances, (1) Northwesterly along a curve to the left, having a radius of 90.00 feet, for a distance of 125.12 feet, being subtended by a Chord bearing and distance of North 09°43'20" West, 115.29 feet; (2) Northwesterly along a curve to the left, having a radius of 360.50 feet, for a distance of 243.60 feet, being subtended by a Chord bearing and distance of North 68°54'13" West, 238.99 feet; (3) South 49°15'31" West, 27.01 feet to a point on the outline of Parcel Three, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel Three, (4) Northeasterly along a curve to the left, having a radius of 632.00 feet, for a distance of 72.91 feet, being subtended by a Chord bearing and distance of North 03°28'43" East, 72.88 feet, to a point on the outline of Parcel One-A, as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 135, thence binding on said Parcel One-A, (5) Northwesterly along a curve to the left, having a radius of 632.00 feet, for a distance of 42.60 feet, being subtended by a Chord bearing and distance of North 01°45'27" East, 42.59 feet, to a point on the outline of Parcel F, as shown on the aforementioned Sheet 2 of 3, thence binding on said Parcel F, the following three courses and distances, (6) South 46°00'05" East, 26.93 feet; (7) Southeasterly along a curve to the right, having a radius of 439.50 feet, for a distance of 298.89 feet, being subtended by a Chord bearing and distance of South 68°49'56" East, 293.16 feet; (8) Southeasterly along a curve to the left, having a radius of 90.00 feet, for a distance of 124.15 feet, being subtended by a Chord bearing and distance of South 88°52'08" East, 114.54 feet, to a point on the first mentioned curved line of a radius of 1746.93 feet, 267.52 feet from the westerly end thereof, thence binding thereon and on the northerly side of the aforementioned Honeygo Boulevard, (9) Southeasterly along a curve to the right, having a radius of 1746.93 feet, for a distance of 225.58 feet, being subtended by a Chord bearing and distance of South 40°51'33" West, 225.42 feet, to the point of BEGINNING.

Containing 0.7790 acres of land, more or less.

VI. ACCESS NO. 3 (0.3647 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the westerlymost corner of "Access No. 3", as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland

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bearing and distance of South 21°18'03" West, 119.46 feet; (14) South 58°20'05" East, 50.00 feet to a point on the first mentioned curved line of a radius of 1746.93 feet, 1330.69 feet from the westerly end thereof, thence binding thereon and on the northerly side of the aforementioned Honeygo Boulevard, (15) Southeasterly along a curve to the right, having a radius of 1746.93 feet, for a distance of 1045.69 feet, being subtended by a Chord bearing and distance of South 75°11'41" West, 1030.15 feet, to the point of BEGINNING.

Containing 14.4724 acres of land, more or less.

III. PARCEL 4 (8.5677 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the westerlymost corner of "Parcel Four" as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the curved line of a radius of 2744.07 feet and 1746.93 feet in length, of Parcel C, as shown on said Sheet 3 of 3, said point being 150.02 feet from the westerly end of said line, thence leaving said line and binding on the outline of Parcel One-B, as shown on said Sheet 3 of 3, the following five courses and distances, (1) North 47°27'20" East, 503.92 feet; (2) North 42°32'40" West, 58.94 feet; (3) North 47°27'20" East, 298.58 feet; (4) South 42°32'40" East, 60.50 feet; (5) North 47°27'20" East, 58.00 feet; thence binding further on said Parcel One-B as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 135, (6) South 42°32'40" East, 94.00 feet to a point on the outline of Parcel One-A, as shown on said Sheet 2 of 3, thence binding on said Parcel One-A the following three courses and distances, (7) South 42°32'40" East, 39.00 feet; (8) South 47°27'20" West, 58.00 feet; (9) South 42°32'40" East, 160.00 feet to a point on the outline of Parcel Three, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel Three the following three courses and distances, (10) South 47°27'20" West, 15.00 feet; (11) South 42°32'40" East, 240.94 feet; (12) South 47°27'20" West, 494.92 feet to a point on the outline of Parcel D, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel D the following two courses and distances; (13) Northwesterly along a curve to the left, having a radius of 218.00 feet, for a distance of 34.62 feet, being subtended by a Chord bearing and distance of North 67°12'01" West, 34.59 feet; (14) North 71°45'00" West, 14.37 feet to a point on the outline of Access No. 3, as shown on the aforementioned Sheet 3 of 3, thence binding on said Access No. 3; (15) North 71°45'00" West, 19.24 feet to a point on the outline of the aforementioned Parcel C, thence binding on said Parcel C the following two courses and distances, (16) North 71°45'00" West, 395.39 feet; (17) Northwesterly along a curve to the right, having a radius of 347.00 feet, for a distance of 46.86 feet, being subtended by a Chord bearing and distance of North 67°52'54" West, 46.82 feet to the point of BEGINNING.

Containing 8.5677 acres of land, more or less.

IV. PARCEL 5 (8.6446 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the southerlymost corner of "Parcel Five" as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the South 42°32'40" East, 320.55 foot line of Parcel B, as shown on said Sheet 3 of 3, 35.00 feet from the southerly end thereof, thence leaving said line and binding on the outline of Parcel One-B, as shown on said Sheet 3 of 3, the following five courses and distances (1) North 47°27'20" East, 528.00 feet; (2) South 42°32'40" East, 30.06 feet; (3) North 47°27'20" East, 298.58 feet; (4) North 42°32'40" West, 10.00 feet; (5) North 47°27'20" East, 58.00 feet to a point on the outline of Parcel One-B as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 135, thence binding on said Parcel One-B, (6) North 42°32'40" West, 73.00 feet to a point on the outline of Parcel One-A, as shown on the aforementioned Sheet 2 of 3, thence binding on said Parcel One-A, the following three courses and distances (7) North 42°32'40" West, 118.00 feet; (8) South 47°27'20" West, 30.00 feet; (9) North 42°32'40" West, 40.50 feet to a point on the outline of Parcel Six, as shown on the aforementioned Sheet 2 of 3, thence binding on said Parcel Six the following two courses and distances, (10) South 47°27'20" West, 57.18 feet; (11) North 42°32'40" West, 779.84 feet to a point on the outline of Parcel J, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel J, (12) South 03°53'24" West, 388.60 feet to a point on the outline of Parcel A, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel A, (13) South 03°53'24" West, 375.93 feet to a point on the outline of Access No. 5, as

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in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the northerly side of Honeygo Boulevard, 130 feet wide, being on the curved line of a radius of 1746.93 feet and 2744.07 feet in length, 17.11 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel C, as shown on the aforementioned Sheet 3 of 3, the following four courses and distances, (1) Northeasterly along a curve to the left, having a radius of 90.00 feet, for a distance of 124.48 feet, being subtended by a Chord bearing and distance of North 50°33'47" East, 114.79 feet; (2) North 10°56'23" East, 7.41 feet; (3) Northwesterly along a curve to the right, having a radius of 539.50 feet, for a distance of 34.45 feet, being subtended by a Chord bearing and distance of North 12°58'15" East, 38.44 feet; (4) North 28°21'48" West, 27.48 feet to a point on the outline of Parcel Four, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel Four, (5) South 71°45'00" East, 119.24 feet, to a point on the outline of Parcel D, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel D, the following four courses and distances, (6) South 61°12'00" West, 29.28 feet; (7) Southwesterly along a curve to the left, having a radius of 460.50 feet, for a distance of 25.80 feet, being subtended by a Chord bearing and distance of South 12°52'42" West, 25.80 feet; (8) South 10°56'23" West, 7.41 feet; (9) Southeasterly along a curve to the left, having a radius of 90.00 feet, for a distance of 4.48 feet, being subtended by a Chord bearing and distance of South 28°41'02" East, 114.79 feet, to a point on the first mentioned curved line of a radius of 1746.93 feet, 335.68 feet from the westerly end thereof, thence binding thereon and on the northerly side of the aforementioned Honeygo Boulevard, (10) Northwesterly along a curve to the right, having a radius of 1746.93 feet, for a distance of 225.57 feet, being subtended by a Chord bearing and distance of North 79°03'37" West, 225.42 feet, to the point of BEGINNING.

Containing 0.3647 acres of land, more or less.

VII. ACCESS NO. 4 (0.5837 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the westerlymost corner of "Access No. 4" as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the northerly side of Honeygo Boulevard, 130 feet wide, being on the North 71°45'00" West, 1153.48 foot line of said Honeygo Boulevard, 478.21 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel B, as shown on the aforementioned Sheet 3 of 3, the following four courses and distances, (1) Northwesterly along a curve to the left, having a radius of 90.00 feet, for a distance of 118.07 feet, being subtended by a Chord bearing and distance of North 55°49'57" East, 109.78 feet; (2) North 18°15'00" East, 42.92 feet; (3) Northeasterly along a curve to the right, having a radius of 289.50 feet, for a distance of 147.57 feet, being subtended by a Chord bearing and distance of North 32°51'10" East, 145.98 feet; (4) North 03°38'48" East, 28.89 feet; to a point on the outline of Parcel One-B, as shown on the aforementioned Sheet 3 of 3; thence binding on said Parcel One-B, (5) South 42°32'40" East, 118.00 feet to a point on the outline of Parcel C as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel C the following four courses and distances, (6) North 88°44'08" West, 28.89 feet; (7) Southwesterly along a curve to the left, having a radius of 200.50 feet, for a distance of 107.30 feet, being subtended by a Chord bearing and distance of south 32°51'10" West, 106.14 feet; (8) South 18°15'00" West, 42.92 feet; (9) Southeasterly along a curve to the left, having a radius of 90.00 feet, for a distance of 118.07 feet, being subtended by a Chord bearing and distance of South 01°10'57" East, 109.78 feet to a point on the first mentioned North 71°45'00" West, 1153.48 foot line, 691.12 feet from the westerly end thereof, thence binding on said line and on the northerly side of the aforementioned Honeygo Boulevard, (10) North 71°45'00" West, 212.91 feet to the point of BEGINNING.

Containing 0.5837 acres of land, more or less.

VIII. ACCESS NO. 5 (0.5720 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the northerlymost corner of "Access No. 5", as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the easterly side of Perry Hall Boulevard, 130 feet wide, being on the North 07°59'18" East, 1338.95 foot line of said Perry Hall Boulevard, 166.46 feet from the southerly end thereof, thence leaving said line and binding on the outline of Parcel A, as shown on the aforementioned Sheet 3 of 3, the following five courses and distances, (1) Southeasterly along a curve to the left, having a radius of 90.00 feet, for a distance of 118.07 feet, being subtended by a Chord bearing and distance of South 44°45'49" East, 109.78 feet;

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shown on the aforementioned Sheet 3 of 3, thence binding on said Access No. 5, the following two courses and distances, (14) South 03°53'24" West, 55.53 feet; (15) Southeasterly along a curve to the left, having a radius of 332.00 feet, for a distance of 60.14 feet, being subtended by a Chord bearing and distance of South 01°10'57" East, 60.05 feet, to a point on the outline of the aforementioned Parcel B, thence binding on said Parcel B, the following two courses and distances, (16) Southeasterly along a curve to the left, having a radius of 332.00 feet, for a distance of 208.93 feet, being subtended by a Chord bearing and distance of South 24°31'00" East, 205.50 feet; (17) South 42°32'40" East, 265.55 feet to the point of BEGINNING.

Containing 12.6446 acres of land, more or less.

V. PARCEL 6 (12.5683 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the easterlymost corner of "Parcel Six" as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 135, said point being on the North 73°59'25" West, 949.66 foot line of Parcel M, as shown on said Sheet 2 of 3, said point being 459.45 feet from the westerly end of said line, thence leaving said line and binding on the outline of Parcel One-A, as shown on said Sheet 2 of 3, the following four courses and distances, (1) South 22°27'20" West, 547.15 feet; (2) South 42°32'40" East, 50.33 feet; (3) South 47°27'20" West, 306.50 feet; (4) South 42°32'40" East, 40.50 feet to a point on the outline of Parcel Five as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, thence binding on said Parcel Five the following two courses and distances, (5) South 47°27'20" West, 157.18 feet; (6) North 42°32'40" West, 779.84 feet, to a point on the outline of Parcel K, as shown on the Plat of "WHITEMARSH MALL, SHEET 1 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 134, said point being on the South 52°39'16" West, 831.20 foot line of said Parcel K, 798.74 feet from the easterly end of said line, thence binding thereon, (7) North 52°39'16" East 723.40 feet to a point on the outline of the aforementioned Parcel M, thence binding on said outline (8) South 73°59'25" East, 459.45 feet to the point of BEGINNING.

Containing 12.5682 acres of land, more or less.

(2) South 82°20'47" East, 18.15 feet; (3) Southeasterly along a curve to the left, having a radius of 460.00 feet, for a distance of 35.45 feet being subtended by a Chord bearing and distance of South 84°33'06" East, 35.44 feet; (4) South 82°45'25" East, 109.51 feet; (5) North 48°34'40" East, 28.12 feet to a point on the outline of Parcel Five, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel Five the following two courses and distances, (6) South 42°32'40" West, 55.53 feet; (7) Southeasterly along a curve to the left, having a radius of 332.00 feet, for a distance of 60.14 feet, being subtended by a Chord bearing and distance of South 01°17'15" East, 60.06 feet, to a point on the outline of Parcel B, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel B the following five courses and distances, (8) North 46°37'20" West, 25.78 feet; (9) North 86°45'26" West, 114.00 feet; (10) Northwesterly along a curve to the right, having a radius of 539.50 feet, for a distance of 41.53 feet, being subtended by a Chord bearing and distance of North 84°53'06" West, 41.52 feet; (11) North 82°20'47" West, 19.92 feet; (12) Southwesterly along a curve to the left, having a radius of 90.00 feet, for a distance of 115.54 feet, being subtended by a Chord bearing and distance of South 60°52'13" West, 107.77 feet, to a point on the aforementioned easterly side of Perry Hall Boulevard, thence binding on said Perry Hall Boulevard the following two courses and distances, (13) Northeasterly along a curve to the left, having a radius of 874.86 feet, for a distance of 44.03 feet, being subtended by a Chord bearing and distance of North 08°17'28" East, 44.03 feet; (14) North 07°39'18" East, 166.46 feet to the point of BEGINNING.

Containing 0.5720 acres of land, more or less.

SCHEDULE "A-2"

WHITE MARSH MALL, INC.

I. PARCEL 2 (15.4770 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the northerlymost corner of "Parcel Two" as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 135, said point being on the North 73°59'25" West 949.66 foot line of Parcel M, as shown on said Plat, 839.85 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel One-A, as shown on said Plat, the following eight courses and distances, (1) South 22°27'20" West, 536.61 feet; (2) South 47°27'20" West, 208.56 feet; (3) South 42°32'40" East, 100.00 feet; (4) South 47°27'20" West, 63.50 feet; (5) South 42°32'40" East, 254.00 feet; (6) North 47°27'20" East, 63.50 feet; (7) South 42°32'40" East, 147.56 feet; (8) North 79°00'00" East, 815.51 feet to a point on the outline of Parcel F, as shown on the aforementioned Sheet 2 of 3, thence binding on said Parcel F, (9) Northwesterly along a curve to the left, having a radius of 332.00 feet, for a distance of 19.98 feet, being subtended by a Chord bearing and distance of North 17°47'44" West, 19.97 feet to a point on the outline of Parcel G, as shown on the aforementioned Sheet 2 of 3, thence binding on said Parcel G the following four courses and distances (10) Northwesterly along a curve to the left, having a radius of 20.11 feet, being subtended by a Chord bearing and distance of North 21°15'17" West, 20.11 feet; (11) North 22°59'21" West, 194.30 feet; (12) Northwesterly along a curve to the left, having a radius of 432.00 feet, for a distance of 120.64 feet, being subtended by a Chord bearing and distance of North 30°59'12" West, 120.25 feet; (13) North 38°59'24" West, 381.83 feet to a point on the outline of Access No. 1, as shown on the aforementioned Sheet 2 of 3, thence binding on said Access No. 1 the following two courses and distances, (14) North 38°59'24" West, 64.92 feet; (15) Northwesterly along a curve to the left, having a radius of 58.00 feet, for a distance of 206.31 feet, being subtended by a Chord bearing and distance of North 50°14'45" West, 204.91 feet to a point on the outline of the aforementioned Parcel M, thence binding on said Parcel M, the following two courses and distances, (16) North 68°10'25" West, 105.02 feet; (17) North 73°59'25" West, 109.81 feet to the point of BEGINNING.

Containing 15.4770 acres of land, more or less.

II. PARCEL 3 (14.4724 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the southerlymost corner of "Parcel Three" as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 136, said point being on the northerly side of Honeygo Boulevard, 130 feet wide, being on the curved line of a radius of 1746.93 feet and 2744.07 feet in length, 485.00 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel D, as shown on said Plat, the following three courses and distances, (1) North 02°20'35" East, 39.69 feet; (2) Northwesterly along a curve to the right, having a radius of 282.00 feet, for a distance of 84.48 feet, being subtended by a Chord bearing and distance of North 50°19'56" West, 84.36 feet; (3) Northwesterly along a curve to the left, having a radius of 218.00 feet, for a distance of 79.52 feet, being subtended by a Chord bearing and distance of North 52°12'01" West, 79.08 feet, to a point on the outline of Parcel Four, as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel Four the following three courses and distances, (4) North 47°27'20" East, 494.92 feet; (5) North 42°32'40" West 240.94 feet; (6) North 47°27'20" East, 15.00 feet, to a point on the outline of Parcel One-A, as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. No. 45 at folio 135, thence binding on said Parcel One-A, the following three courses and distances, (7) North 47°27'20" East, 339.50 feet; (8) South 42°32'40" East, 298.59 feet; (9) North 79°00'00" East, 528.24 feet to a point on the outline of Access No. 2, as shown on the aforementioned Sheet 3 of 3, thence binding on said Access No. 2 (10) Southwesterly along a curve to the right, having a radius of 632.00 feet, for a distance of 72.91 feet, being subtended by a Chord bearing and distance of South 03°28'43" West, 72.88 feet to a point on the outline of Parcel E as shown on the aforementioned Sheet 3 of 3, thence binding on said Parcel E the following four courses and distances, (11) Southeasterly along a curve to the right, having a radius of 632.00 feet, for a distance of 45.81 feet, being subtended by a Chord bearing and distance of South 08°51'36" West, 45.80 feet; (12) South 10°56'11" West, 260.46 feet; (13) Southwesterly along a curve to the right, having a radius of 332.00 feet, for a distance of 120.11 feet, being subtended by a Chord

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SCHEDULE "B"

WHITE MARSH MALL

WHITE MARSH MALL, INC.

BALTIMORE COUNTY, MARYLAND

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ARTICLE VIII OPERATIONS

Section 8.1. Operations by Tenant.

In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish and refuse removed on a daily basis; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations recommending Landlord's fire insurance rating organization now or hereafter in effect; (i) light the show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (j) comply with and observe all rules and regulations established by Landlord from time to time which apply generally to all retail tenants in the Shopping Center Area; and (k) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation of the Shopping Center Area as determined by Landlord and provide an appropriate merchandise quality comparable with the entire Shopping Center.

In regard to the use and occupancy of the Premises and the Common Areas, Tenant will not: (1) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area, mall or any other Common Area; (m) use or permit the use of any objectionable advertising medium such as without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Shopping Center, which is in any manner audible or visible outside of the Premises; (n) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (o) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (p) solicit business in the parking area or any other Common Area; (q) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other Common Area; (r) permit the parking of vehicles so as to unreasonably interfere with the use of any driveway, corridor, footwalk, parking area, mall or other Common Area; (s) receive or ship articles of any kind outside the designated loading areas for the Premises; (t) use the mall, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (u) conduct or permit to be conducted any auction, fictitious fire sale, going out of business sale, bankruptcy sale, unless directed by a court order, or any other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales); (v) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for regional shopping centers conducted in accordance with good and generally accepted standards of operation; (w) place load upon any floor which exceeds the floor load which the floor was designed to carry; or (x) operate its heating or air-conditioning in such a manner as to drain heat or air-conditioning from the mall or from the premises of any other tenant or other occupant of the Shopping Center Area.

Tenant acknowledges that it is Landlord's intent that the Shopping Center Area be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center Area or may tend to injure or detract from the moral character or image of the Shopping Center Area within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale (i) any roach trap, water pipe, bong, coke, spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the ingestion of illicit drugs, or (ii) any pornography, obscene, suggestive, or "adult" newspaper, book, magazine, picture, representation or merchandise of any kind.

Section 8.2. Signs and Advertising.

Tenant will not place or suffer to be placed or maintained on the exterior of the Premises any sign, advertising matter or any other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises unless the same is placed and maintained in accordance with the terms of that portion of Schedule "C" headed "Sign Criteria." Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times.

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Notwithstanding anything to the contrary which may be contained in this Lease, or in any Article of Incorporation, Corporate Charter, or By-Laws of the Merchants' Association, Tenant covenants and agrees that Landlord may in its sole discretion elect to provide the Merchants' Association with any or all of the following, and Tenant further expressly authorizes the Merchants' Association to reimburse Landlord for providing: (i) the services of a promotion director and all staff deemed necessary by the Association; (ii) such reasonable space as may be necessary to carry out the functions of the promotion director and his staff; and (iii) such office equipment as may be deemed necessary by Landlord to service fully the function of the promotion director and his staff. Landlord may appoint the Merchants' Association as its agent for the collection of the Merchants' Association contributions.

Section 11.2. Tenant's Contribution to Merchants' Association.

Tenant shall make the following contributions to the Merchants' Association: (a) In each Association Year Tenant shall pay to said Association an amount (the "Annual Merchants' Association Contribution") determined by multiplying the Merchants' Association Contribution Rate by Tenant's Floor Area. The Annual Merchants' Association Contribution shall be paid by Tenant in twelve (12) equal monthly installments, in advance on the first day of each calendar month. The Annual Merchants' Association Contribution shall be adjusted annually, as of the first day of each Association Year, in the same proportion as the Consumer Price Index All Urban Consumers (U.S. City Average) published by the Bureau of Labor Statistics of the United States Department of Labor (the "Consumer Price Index") most recently reported as of such adjustment date bears to the Consumer Price Index reported for the first full calendar month of the Term, all such adjustments to be apportioned for fractional years. The Annual Merchants' Association Contribution for any Association Year shall not be prorated if Tenant opens the Premises for business after the commencement of any such Association Year, unless such opening occurs after the expiration of the first six (6) months of such Association Year, in which event one-half (1/2) of the Annual Merchants' Association Contribution shall be payable with respect to such Association Year.

(b) On or before the commencement of the Term, Tenant shall pay to said Association for the Opening Period an additional amount (the "Opening Contribution") equal to the Annual Merchants' Association Contribution for a full Association Year. The Opening Contribution shall be payable in full if the Premises are "Ready for Occupancy" (as defined in Section 7.3) on or before the thirtieth (30th) day following the Grand Opening Date.

(c) If the Shopping Center shall be expanded by adding floor area equal to more than ten percent (10%) of the floor area contained in the Shopping Center on the Grand Opening Date, Tenant shall pay to said Association an amount (the "Expansion Opening Contribution") determined by (i) multiplying Tenant's Floor Area by the average rate per square foot of all contributions which tenants in the expansion area shall become obligated to make to the Merchants' Association with respect to promotion and advertising of the opening of such expansion for business, and (ii) dividing the product thus obtained by two (2).

Section 11.3. Landlord's Contribution to Merchants' Association.

Landlord shall contribute to the Merchants' Association, for the Opening Period and for each Association Year, an amount equal to one-fourth (1/4) of the aggregate contributions made by the other contributors to the Merchants' Association for each such period.

Section 11.4. "Association Year" Defined.

"Association Year" means each successive period of twelve (12) months commencing with the Grand Opening Date and, at the end of the Term, any portion of a twelve (12) month period then remaining in the Term; or, at the option of Landlord, as defined by the Merchants' Association.

Section 11.5. "Opening Period" Defined.

"Opening Period" means the period of time commencing with pre-opening promotion and advertising of Landlord's Building and the Shopping Center and terminating upon the expiration of thirty (30) days after the Grand Opening Date.

Section 11.6. Advertising.

During each Rental Year, Tenant shall advertise its business at the Premises either (i) by expending an amount equal to a minimum of two percent (2%) of Tenant's annual Gross Sales for such period in recognized regional print or electronic advertising media or (ii) by publishing a display type advertisement of not less than one-quarter (1/4) page of tabloid size or one-eighth (1/8) page of full size not less than twelve times a year in printed media sponsored by the Merchants' Association, or so many of such advertisements as will aggregate 3 pages of tabloid size or 1-1/2 pages of full size. With respect to clause (ii), each such advertisement shall specify Tenant's business located at the Premises. In the event Tenant elects to advertise pursuant to clause (i) hereof, Tenant shall preserve original or

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Section 8.3. Painting and Displays by Tenant.

Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval. Tenant will install and maintain at all times, subject to the other provisions of this Section, displays of merchandise in the show windows (if any) of the Premises. All articles, and the arrangement, style, color and general appearance thereof, in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Shopping Center, as determined by Landlord. Landlord reserves the right to require Tenant to correct any non-conformity.

Section 9.4. Permitted Use Disclaimer.

Nothing contained in this Lease shall be construed to indicate any intent or attempt on the part of Landlord to restrict the price or prices at which Tenant may sell any goods or services permitted to be sold under the Permitted Use set forth in Section 1.1.F. of this Lease.

ARTICLE IX REPAIRS AND ALTERATIONS

Section 9.1. Repairs To Be Made By Landlord.

Landlord, at its expense, will make, or cause to be made: (a) repairs to any sprinkler system serving the Premises if and to the extent installed by Landlord; and (b) structural repairs to exterior walls, structural columns and structural floor which collectively support the Premises (excluding, however, all doors, door frames, store fronts, windows and glass) and the roof over the Premises; provided Tenant shall give Landlord notice of the necessity for such repairs and provided that the necessity for such repairs shall not arise from nor shall be caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors.

Section 9.2. Repairs To Be Made By Tenant.

All repairs to the Premises or any installations, equipment or facilities therein, other than those repairs required to be made by Landlord pursuant to Section 9.1 or Section 9.4, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations therein and the heating, ventilating and air-conditioning system installed by Tenant in the Premises (other than items to be repaired by Landlord pursuant to Section 9.1), in good order and repair and will make all replacements from time to time required thereto at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by casualty (other than such damage by casualty which is caused by the negligence of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, and which is not wholly covered by Landlord's hazard insurance policy), unavoidable accident or Act of God. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of Section 9.4, any additional electrical wiring which may be required in connection with Tenant's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorney's and other professional fees, and any other cost which Landlord might reasonably incur.

Section 9.3. Damage to Premises.

Tenant will repair promptly at its expense any damage to the Premises, and, upon demand, shall reimburse Landlord (as Additional Rental) for the cost of the repair of any damage elsewhere in the Shopping Center, caused by or arising from the installation or removal of property in or from the Premises, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees or contractors); and in default of such repairs by Tenant, at the expiration of five (5) days after notice to Tenant, Landlord may make or cause the same to be made and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as Additional Rental, the cost thereof with interest thereon at the Default Rate until paid.

Section 9.4. Alterations by Tenant.

Tenant will not make any alterations, renovations, improvements or other installations in, on or to the Premises or any part thereof (including, without limitation, any alterations of the store front or

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duplicate books and records at Tenant's Notice Address which shall disclose all information required to determine Tenant's advertising expenditures. Upon advance notice, Landlord, its agents and accountants, shall have the right to audit such books and records. If the audit discloses noncompliance by Tenant for any Rental Year in question, Tenant, in addition to the remedies contained in this Lease, shall pay to Landlord a sum equal to Landlord's cost of the audit, which sum shall be deemed to be Additional Rental.

ARTICLE XII UTILITIES

Section 12.1. Water, Electricity, Telephone and Sanitary Sewer.

Landlord will provide at points in or near the Premises the facilities necessary to enable Tenant to obtain for the Premises water, electricity, telephone and sanitary sewer service, such facilities and their locations being more specifically described in Schedule "B." Tenant shall pay all charges for water and all other utilities and services used by it and supplied by a public utility or any other person, firm or corporation.

Landlord will furnish for the Premises, in accordance with Schedule "E", electrical energy for Tenant's requirements without specific measurement or charge for Tenant's consumption of electricity; the cost of such electrical energy shall be included in the Annual Basic Rental in accordance with Schedule "E". Landlord, at its sole discretion, shall have the right from time to time to alter the method and source of supply of electricity to the Premises. Tenant shall execute and deliver to Landlord, within ten (10) days after request therefor, any documentation reasonably required by Landlord to effect any such alteration in the method or source of supply of electricity to the Premises.

Section 12.2. Heating, Ventilating and Air-Conditioning.

Landlord and Tenant shall each install their respective portions of the facilities for heating, ventilating and air-conditioning the Premises as described in Schedule "B" and shall operate their respective portions during the Term. Landlord, at Tenant's expense, will maintain and repair Landlord's respective portion of the heating, ventilating and air-conditioning system serving the Premises. In each calendar month of Landlord's fiscal year (the "Fiscal Year"), Tenant shall pay to Landlord, as Additional Rental, its proportionate share of (i) the cost of energy used in heating, ventilating and air-conditioning the Premises and (ii) the cost of maintenance and repair of such equipment and system as installed by Landlord ("Tenant's HVAC Charge") which shall be determined as follows:

- Upon the submission by Tenant to Landlord of Tenant's plans and specifications pursuant to Schedule "B," Landlord's consulting engineer for heating, ventilation and air-conditioning shall assign to Tenant an "HVAC Factor" which shall fairly represent the relationship between (x) the mechanical capacity of the equipment and system which is required for heating, ventilating and air-conditioning the Premises and (y) the total mechanical capacity of such equipment and system which is available for heating, ventilating and air-conditioning the Shopping Center Area; and
- In each Fiscal Year, the actual cost to Landlord of such energy, maintenance and repair as is attributable by Landlord to the heating, ventilating and air-conditioning of Landlord's Floor Area in the Shopping Center Area shall be multiplied by a fraction, the numerator of which is Tenant's HVAC Factor and the denominator of which is the total of all the HVAC Factors assigned to leased Landlord's Floor Area. The product thus obtained shall be Tenant's HVAC Charge for such Fiscal Year.

Tenant's HVAC Charge for each calendar month shall be paid by Tenant in such amounts as are estimated and billed by Landlord, each such charge being estimated and billed as of the first day of each calendar month. Within one hundred twenty (120) days after the termination of each Fiscal Year, Landlord will notify Tenant of:

- the amount of Tenant's HVAC Charge based upon Landlord's energy bills and maintenance and repair costs for such Fiscal Year; and
- that the aggregate of all Tenant HVAC Charges paid or payable by all tenants of leased areas in the Shopping Center Area with respect to such Fiscal Year, as adjusted, does not exceed the actual cost to Landlord of such heating, ventilating and air-conditioning of Landlord's Floor Area in the Shopping Center Area and such maintenance and repair costs.

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signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises unless and until Tenant shall have caused plans and specifications therefor to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's approval thereof. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently and competently by duly qualified or licensed persons or entities without interference with or disruption of the operations of tenants or other occupants of the Shopping Center. All such work shall comply with all applicable codes, rules, regulations and ordinances.

Section 9.5. Changes and Additions to Center.

Landlord reserves the right at any time and from time to time (a) to make or permit changes or revisions in its plan for the Shopping Center or the Shopping Center Area including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas, (b) to construct other buildings or improvements in the Shopping Center Area and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and (c) to make or permit changes or revisions in the Shopping Center or the Shopping Center Area, including additions thereto, and to convey portions of the Shopping Center Area to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas provided by Landlord below the lesser of the number of parking spaces required by law or the number of parking spaces referred to in clause (c) of Section 7.3.

Section 9.6. Roof and Walls.

Landlord shall have the exclusive right to use all or any part of the roof of the Premises for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Shopping Center Area, the same to be in locations within the Premises as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises, provided that such use shall not encroach on the interior of the Premises.

ARTICLE X COMMON AREAS

Section 10.1. Use of Common Areas.

Landlord grants to Tenant and its agents, employees and customers, a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord and subject, further, to the rights of Landlord set forth in Sections 9.5 and 10.2.

Section 10.2. Management and Operation of Common Areas.

Landlord will operate, and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the parking areas and other Common Areas; (iii) to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for free parking ticket validation by tenants; (iv) to close all or any portion of said parking areas or other Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (v) to close temporarily any or all portions of the Common Areas; (vi) to discourage non-customer parking; and (vii) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable.

Section 10.3. Employee Parking Areas.

Tenant and its employees shall park their cars only in such areas designated for the purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars and cars used by its employees within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes in such information within five (5) days after such

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Tenant's HVAC Charge paid for such Fiscal Year shall be adjusted between Landlord and Tenant, the parties hereby agreeing that Tenant shall pay Landlord or Landlord shall credit to Tenant's account or (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of such notification to Tenant, the amount necessary to effect such adjustment. Failure of Landlord to provide the notification called for hereunder within the time prescribed above shall not relieve Tenant of its obligations hereunder.

In each Rental Year, Tenant shall pay Landlord annually (in twelve (12) equal monthly installments together with the Annual Basic Rental, as Additional Rental, an amount (the "HVAC Equipment Contribution") determined by multiplying the HVAC Equipment Contribution Rate by Tenant's Floor Area.

Section 12.3. Fire Protection Sprinkler System.

Landlord will provide, install and maintain a fire protection sprinkler system in the Premises as more specifically described in Schedule "B." Tenant shall reimburse Landlord for its amortization costs of the fire protection sprinkler system by paying annually, as Additional Rental, an amount determined by multiplying the Sprinkler Contribution Rate by Tenant's Floor Area, said annual sum to be payable in twelve (12) equal monthly installments, in advance on the first day of each calendar month.

Section 12.4. Discontinuities and Interruptions of Utility Services.

Landlord reserves the right to cut off and discontinue, upon notice to Tenant, furnishing any heating, ventilation, air-conditioning or other utility services furnished by Landlord at any time when Tenant has failed to pay any amount (whether as Rental or otherwise) due under this Lease. Landlord shall not be liable for any damages resulting from or arising out of any such discontinuance and the same shall not constitute a termination of this Lease or an eviction of Tenant. Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility, or (ii) for any interruption in any utility service (including, without limitation, any heating, ventilation or air-conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

ARTICLE XIII INDEMNITY AND INSURANCE

Section 13.1. Indemnity by Tenant.

Tenant agrees to and does hereby indemnify Landlord and save it harmless and shall defend it from and against any and all claims, actions, damages, liability and expense, including attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of the Shopping Center, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees.

Section 13.2. Landlord Not Responsible for Acts of Others.

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the premises adjacent to or connecting with the Premises or any other part of the Shopping Center, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Shopping Center as Landlord is herein given the right to use, at Tenant's own risk.

Section 13.3. Tenant's Insurance.

At all times after the execution of this Lease, Tenant will carry and maintain, at its expense:

- public liability insurance, including insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000) with respect to personal injury or death, and Five Hundred Thousand Dollars (\$500,000) with respect to property damage;
- all-risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) and all household improvements installed in the Premises by Tenant pursuant to Schedule "B" or otherwise; and
- if and to the extent required by law, workmen's compensation or similar insurance in form and amounts required by law.

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changes occur. If Tenant or its employees shall fail to park their cars in the designated parking areas, then, without limiting any other remedy which Landlord may pursue in the event of Tenant's default, Landlord, after giving notice to Tenant, shall have the right to charge Tenant, as Additional Rental, the sum of Ten Dollars (\$10.00) per day per car parked in violation of the provisions of this Section. Tenant shall notify its employees in writing of the provisions of this Section.

Section 10.4. Tenant to Share Expense of Common Areas.

In each Rental Year Tenant will pay Landlord, as Additional Rental, a proportionate share of Landlord's Operating Costs which shall be computed by multiplying Landlord's Operating Costs for the Rental Year in question by a fraction, the numerator of which is Tenant's Floor Area and the denominator of which is Landlord's Floor Area. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each twelve (12) month period commencing and ending on dates designated by Landlord, each installment being due on the first day of each calendar month. At any time during each twelve (12) month period, Landlord may reestimate Tenant's proportionate share of Landlord's Operating Costs and adjust Tenant's monthly installments payable thereafter during such twelve (12) month period to reflect more accurately Tenant's proportionate share of Landlord's Operating Costs. Within one hundred twenty (120) days (or such additional time thereafter as is reasonable under the circumstances), after the end of each such twelve (12) month period, Landlord shall deliver to Tenant a statement of Landlord's Operating Costs for such twelve (12) month period and the monthly installments paid or payable shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord or Landlord shall credit Tenant's account or (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of receipt of such statement, such amounts as may be necessary to effect adjustment to the agreed proportionate share for such twelve (12) month period. Upon reasonable notice, Landlord shall make available for Tenant's inspection at Landlord's office, during normal business hours, Landlord's records relating to Landlord's Operating Costs for such preceding twelve (12) month period. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligations hereunder.

Section 10.5. "Landlord's Operating Costs" Defined.

The term "Landlord's Operating Costs" means the costs and expenses incurred in operating and maintaining the Common Areas pursuant to Section 10.2 (less any contribution to such costs and expenses made by its owner or operator of any department store situated on those parcels of land adjacent to the Shopping Center Area which are described in Schedule "A-2"), including, without limitation, all costs and expenses of operating, maintaining, repairing, lighting, signing, cleaning, painting, striping, policing and security of the Common Areas (including cost of uniforms, equipment and employment taxes); alarm systems; insurance, including, without limitation, liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft or other casualties, workmen's compensation or similar insurance covering personnel, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring on and about the Common Areas, plate glass insurance for glass exclusively serving the Common Areas; maintenance of sprinkler systems serving the Shopping Center Area; removal of snow, ice, trash and debris; regulation of traffic; costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Common Areas and persons and repair of such equipment; cost of water services, if any, furnished by equipment; costs and expenses of repair or replacement of paving, curbs, walkways, landscaping, drainage, pipes, ducts, conduits and similar items, and lighting facilities; costs and expenses of planting, replanting and replacing flowers, shrubbery and plants; costs and expenses incurred in the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs of providing energy to light, heat, ventilate and air-condition areas in which the Common Areas are located and the maintenance and repair of such equipment; cost of water services, if any, furnished by Landlord for the non-exclusive use of all tenants; parcel pick-up and delivery services; and administrative costs equal to fifteen percent (15%) of the total costs and expenses of operating and maintaining the Common Areas. Such costs and expenses shall not include depreciation (other than depreciation as above specified).

ARTICLE XI MERCHANTS' ASSOCIATION

Section 11.1. Merchants' Association.

Tenant agrees to maintain a membership in the Merchants' Association, if and when established, and for the purpose of creating and maintaining a fund for the general promotion and welfare of the Shopping Center as a whole, agrees to pay to said Association the amounts specified in Section 11.2 regardless of whether Tenant shall remain a member of said Association during the term of this Lease.

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Section 13.4. Tenant's Contractor's Insurance.

Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord,

- comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than Three Million Dollars (\$3,000,000) with respect to personal injury or death, and One Million Dollars (\$1,000,000) with respect to property damage; and
- workmen's compensation or similar insurance in form and amounts required by law.

Section 13.5. Policy Requirements.

The company or companies writing any insurance which Tenant is required to carry and maintain or cause to be carried or maintained pursuant to Sections 13.3 and 13.4 as well as the form of such insurance shall at all times be subject to Landlord's approval and any such company or companies shall be licensed to do business in Maryland. Public liability and all-risk casualty insurance policies evidencing such insurance shall name Landlord or its designee as additional insured and shall also contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord or its designee. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under Sections 13.3, 13.4 or 13.5, Landlord may perform the same and the cost of same shall be deemed Additional Rental and shall be payable upon Landlord's demand.

Section 13.6. Increase in Insurance Premiums.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Shopping Center to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon Landlord's demand.

Section 13.7. Waiver of Right of Recovery.

Neither party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees; provided, however, that if, by reason of the foregoing waiver, either party shall be unable to obtain any such insurance, such waiver shall be deemed not to have been made by such party and, provided, further, that if either party shall be unable to obtain any such insurance without the payment of an additional premium therefor, then, unless the party claiming the benefit of such waiver shall agree to pay such party for the cost of such additional premium within thirty (30) days after notice setting forth such requirement and the amount of the additional premium, such waiver shall be of no force and effect between such party and such claiming party.

Section 13.8. Tenant to Pay Proportionate Share of Insurance Costs.

In each Rental Year Tenant will pay Landlord, as Additional Rental, a proportionate share of Landlord's cost of maintaining all insurance with respect to Landlord's Building (other than the Common Areas) including, without limitation, "All Risk" casualty insurance and rent insurance. Such insurance may be carried at the discretion of Landlord in such amounts and companies as Landlord shall determine.

Tenant's proportionate share of such costs for any Rental Year shall be computed by multiplying Landlord's insurance costs for the Rental Year in question by a fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be Landlord's Floor Area. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each twelve (12) month period commencing and ending on dates designated by Landlord, each installment being due on the first day of each calendar month. Within one hundred twenty (120) days, or such reasonable time (in Landlord's determination) after the end of each such twelve (12) month period, Landlord shall deliver to Tenant a statement of such insurance costs for such twelve (12) month period. Any overpayment or deficiency in Tenant's payment of its proportionate share of such insurance costs shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord or Landlord shall credit Tenant's account or (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of receipt of such statement.

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such amounts as may be necessary to effect such adjustment. Upon reasonable notice, Landlord shall make available for Tenant's inspection at Landlord's office, during normal business hours, Landlord's records relating to such insurance costs for such preceding twelve (12) month period. The failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant of its obligations hereunder.

ARTICLE XIV DAMAGE AND DESTRUCTION

Section M-1. Landlord's Obligation to Repair and Reconstruct.

If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or partially untenantable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of Rental. If, as the result of Casualty, the Premises shall be rendered wholly or partially untenantable, then, subject to the provisions of Section M-2, Landlord shall cause such damage to be repaired and all Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be abated proportionately as to the portion of the Premises rendered untenantable during the period of such untenantability. All such repairs shall be made at the expense of Landlord, but Landlord shall not be required to perform any work beyond that described in paragraphs A and B of Schedule "B." Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or for any leasehold improvements installed in the Premises by Tenant pursuant to Schedule "B" or otherwise, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly.

Section M-2. Landlord's Option to Terminate Lease.

If the Premises are (a) rendered wholly untenantable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance or (c) damaged or destroyed in whole or in part during the last three (3) years of the Term, or if Landlord's Building is damaged to the extent of fifty percent (50%) or more of Landlord's Floor Area, then in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section M-3. Demolition of Landlord's Building.

If Landlord's Building shall be so substantially damaged that it is reasonably necessary, in Landlord's judgement, to demolish such Building for the purpose of reconstruction, Landlord may demolish the same in which event the Rental shall be abated to the same extent as if the Premises were rendered untenantable by a Casualty.

Section M-4. Insurance Proceeds.

If Landlord does not elect to terminate this Lease pursuant to Section M-2, Landlord shall, subject to the prior rights of any Mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of Landlord's Building in accordance with Section M-1 hereof. All insurance proceeds payable with respect to the Premises (including proceeds payable to Tenant pursuant to Section B-3), shall belong to and shall be payable to Landlord.

ARTICLE XV CONDEMNATION

Section 15-1. Effect of Taking.

If the whole or any part of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and all Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be reduced in the same proportion as the portion of the floor area of the Premises so taken bears to Tenant's Floor Area. If the aforementioned taking renders the remainder of the Premises unsuitable for the Permitted Use, either party may terminate this Lease as of the date when Tenant is required to yield possession by giving notice to that effect within thirty (30) days after such date. If twenty percent (20%) or more of Landlord's Floor Area in the Shopping Center Area is taken as aforesaid, or if parking spaces in the

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Shopping Center are so taken thereby reducing the number of parking spaces in the Shopping Center Area below the number referred to in clause (c) of Section 7.3, and Landlord does not deem it reasonably feasible to replace such parking spaces with other parking spaces on the portion of the Shopping Center Area not taken, then Landlord may elect to terminate this Lease as of the date on which possession thereof is required to be yielded to the condemning authority, by giving notice of such election within ninety (90) days after such date. If any notice of termination is given pursuant to this Section, this Lease and the rights and obligations of the parties hereunder shall cease as of the date of such notice and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section 15-2. Condemnation Awards.

All compensation awarded for any taking of the Premises or the Shopping Center Area or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, but if and only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord or the owner of the fee simple estate in the Shopping Center Area.

ARTICLE XVI ASSIGNMENTS AND SUBLETTING

Section M-1. Landlord's Consent Required.

Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, without first obtaining the consent of Landlord. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting.

Section M-2. Transfer of Corporate Shares.

If Tenant is a corporation (other than a corporation the outstanding voting stock of which is listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934) and if at any time after execution of this Lease any part or all of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in Federal or state bankruptcy, insolvency, or other proceedings) so as to result in a change in the present control of said corporation by the person or persons now owning a majority of said corporate shares, Tenant shall give Landlord notice of such event within fifteen (15) days from the date of such transfer. In such event and whether or not Tenant has given such notice, Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all Rental (other than any Additional Rental due Landlord resulting from Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

Section M-3. Acceptance of Rent from Transferee.

The acceptance by Landlord of the payment of Rental following any assignment or other transfer prohibited by this Article shall not be deemed to be a waiver of any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

Section M-4. No Rental Based on Net Income or Profit.

Neither Tenant nor other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the premises leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of an interest in the possession, use, occupancy or utilization of any part of the Premises. Nothing in this

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thereof, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord and Landlord is hereby authorized to so certify.

Section 20-3. Inspections by Landlord.

Tenant will permit Landlord, its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry out any provision of this Lease.

Section 20-4. Memorandum of Lease.

The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the party requesting execution of same. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an agreement removing such short form of lease from record. If Tenant fails to execute such agreement within said thirty (30) day period or fails to notify Landlord within said thirty (30) day period of its reasons for refusing to execute such agreement, Landlord is hereby authorized to execute and record such agreement removing the short form of lease from record. The provisions of this Section 20-4, shall survive any termination of this Lease.

Section 20-5. Remedies Cumulative.

No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Shopping Center shall affect or alter this Lease in any way whatsoever.

Section 20-6. Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment of this Lease by Tenant has been consented to by Landlord. Upon any sale or other transfer by Landlord of its interest in the Premises, Landlord shall be relieved of any obligations under this Lease occurring thereafter.

Section 20-7. Compliance with Laws and Regulations.

Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen or extraordinary charges, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises.

Section 20-8. Captions and Headings.

The table of contents and the Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this lease.

Section 20-9. Joint and Several Liability.

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, the liability of each such member shall be joint and several.

Section 16.4 shall be deemed to permit Tenant or any other person having an interest in the possession, use, occupancy or utilization of the Premises to enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which is not otherwise permitted under the terms of this Lease.

ARTICLE XVII DEFAULT

Section 17-1. "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":
(a) The sale to Tenant's interest in the Premises under attachment, execution or similar legal process or otherwise without Landlord's approval.
(b) The filing of a petition proposing the adjudication of Tenant or any guarantor of Tenant's obligations hereunder as a bankrupt or insolvent or the reorganization of Tenant or any such guarantor or an arrangement by Tenant or any such guarantor with its creditors, whether pursuant to the Federal Bankruptcy Act or any similar federal or state proceedings, unless such petition is filed by a party other than Tenant or any such guarantor and is withdrawn or dismissed within thirty (30) days after the date of its filing.
(c) The admission in writing by Tenant or any such guarantor of its inability to pay its debts when due.
(d) The appointment of a receiver or trustee for the business or property of Tenant or any such guarantor, unless such appointment shall be vacated within ten (10) days of its entry.
(e) The making by Tenant or any such guarantor of an assignment for the benefit of its creditors.
(f) The failure of Tenant to pay any Rental or other sum of money within ten (10) days after the same is due hereunder.
(g) Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within ten (10) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same.
(h) The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease.

Section 17-2. Remedies.

Upon the occurrence and continuance of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following:

(a) Landlord may sell at public or private sale all or any part of the goods, chattels, fixtures and other personal property belonging to Tenant which are or may be put into the Premises during the Term, whether exempt or not from sale under execution or attachment, (it being agreed that said property shall at all times be bound with a lien in favor of Landlord and shall be liable for all Rental and for the fulfillment of the other covenants and agreements herein contained) and apply the proceeds of such sale, first, to the payment of all costs and expenses of conducting the sale or caring for or storing said property; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rental, which may be or may become due from Tenant to Landlord; and third, to pay the Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.
(b) Landlord may perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rental and shall be payable by Tenant to Landlord upon demand.
(c) Landlord may elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and may reenter the Premises, by summary proceedings or otherwise, and may remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.
(d) Landlord may exercise any other legal or equitable right or remedy which it may have.

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Section 20-10. Broker's Commission.

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

Section 20-11. No Discrimination.

It is intended that the Shopping Center shall be developed so that all prospective tenants thereof, and all customers and invited guests of the tenants, shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Shopping Center without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

Section 20-12. No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed. The provisions of this Lease in regard to the payment by Tenant and the acceptance by Landlord of a percentage of Gross Sales of Tenant and others is a reservation for rent for the use of the Premises.

Section 20-13. No Option.

The submission of this Lease for examination does not constitute a reservation of option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

Section 20-14. No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

Section 20-15. Severability.

If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20-16. Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a Mortgagee.

Section 20-17. Corporate Tenants.

In the event Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in Maryland; all Tenant's franchises and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

Section 20-18. Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Maryland.

Section 20-19. Performance of Landlord's Obligations by Mortgagee.

Tenant shall accept performance of any of Landlord's obligations hereunder by any Mortgagee.

Section 20-20. Waiver of Jury Trial.

Landlord and Tenant hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

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Notwithstanding the provisions of clause (b) above and regardless of whether an Event of Default shall have occurred, Landlord may use the remedy described in clause (b) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

Section 17-3. Damages.

If this Lease is terminated by Landlord pursuant to Section 17-2, Tenant nevertheless shall remain liable for any Rental and damages which may be due or sustained prior to such termination, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Rental, damages, costs, fees and expenses being referred to herein as "Termination Damages") and additional damages (the "Liquidated Damages"), which, at the election of Landlord, shall be either:
(i) an amount or amounts equal to the Rental which, but for termination of this Lease, would have become due during the remainder of the Term, less the amount or amounts of Rental, if any, which Landlord shall receive during such period from others to whom the Premises may be rented (other than any Additional Rental received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), in which case such Liquidated Damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following termination of the Lease and continuing until the date on which the Term would have expired but for such termination, and any suit or action brought to collect any such Liquidated Damages for any month shall not in any manner prejudice the right of Landlord to collect any Liquidated Damages for any subsequent month by a similar proceeding; or
(ii) an amount equal to the present worth (as of the date of such termination) of Rental which, but for termination of this Lease, would have become due during the remainder of the Term, less the fair rental value of the Premises, as determined by an independent real estate appraiser named by Landlord, in which case such Liquidated Damages shall be payable to Landlord in one lump sum on demand and shall bear interest at the Default Rate until paid. For purposes of this clause (ii), "present worth" shall be computed by discounting such amount to present worth at a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Shopping Center.

If such termination shall take place after the expiration of two or more Rental Years, then, for purposes of computing the Liquidated Damages, the Annual Percentage Rental payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to the average Annual Percentage Rental payable with respect to each complete Rental Year preceding termination. If such termination shall take place before the expiration of two Rental Years, then, for purposes of computing the Liquidated Damages, the Annual Percentage Rental payable with respect to each Rental Year following termination (including the Rental Year in which such termination shall take place) shall be conclusively presumed to be equal to twelve (12) times the average monthly payment of Annual Percentage Rental due prior to such termination. Termination Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to Section 17-2.

If this Lease is terminated pursuant to Section 17-2, Landlord may relet the Premises or any part thereof, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Premises) as Landlord, in its uncontrolled discretion, may determine, but Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon such reletting.

ARTICLE XVIII SUBORDINATION AND ATTornment

Section 18-1. Subordination.

Unless a Mortgage (as hereinafter defined) shall otherwise elect as provided in Section 18-2, Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of

(a) any lease of land only or of land and buildings in a sale-leaseback transaction involving the Premises, or
(b) any mortgage, deed of trust or other security instrument constituting a first mortgage lien upon the Premises,

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease as of the day and year first above written.

ATTEST:

Assistant Secretary

WHITE MARSH MALL, INC.

Vice-President

(CORPORATE SEAL)

ATTEST:

WIZARDRY, INC.

Tenant

(CORPORATE SEAL)

If Tenant is a corporation, the authorized officers must sign on behalf of the corporation, and by doing so such officers make the covenants and warranties contained in Section 20-17 hereof. The lease must be executed for Tenant, if a corporation, by the president or vice-president and be attested by the secretary or assistant secretary, unless the by-laws or a resolution of the board of directors shall provide that other officers are authorized to execute the lease, in which event, a certified copy of the by-laws or resolution, as the case may be, must be furnished. Tenant's corporate seal must be affixed.

ARTICLE XIX NOTICES

Section 19-1. Sending of Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given on the third day following the day on which the same shall have been mailed by United States registered or certified mail, return receipt requested, with all postage charges prepaid, addressed, if intended for Landlord, to Landlord, Attention: General Counsel, c/o The Rouse Company Building, Columbia, Maryland 21044, with a copy to Landlord's management office in the Shopping Center, or if intended for Tenant, to Tenant at the Tenant Notice Address.

Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

Section 19-2. Notice to Mortgagees.

If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed in Section 19-1 and to such address as such Mortgagee shall designate.

ARTICLE XX MISCELLANEOUS

Section 20-1. Landlord's Option to Terminate Lease.

Notwithstanding any provision herein to the contrary, if for any reason whatsoever the Premises shall not be ready for occupancy on or before September 30, 1982, Landlord may elect to terminate this Lease by giving notice of such election to Tenant. If such notice is given, this Lease and the rights and obligations of the parties hereunder shall terminate without need for the execution of any further or other instrument, but, if Landlord shall request, Tenant shall execute an instrument, in recordable form, whereby Tenant releases and surrenders all right, title and interest which it may have in and to the Premises under this Lease or otherwise.

Section 20-2. Estoppel Certificate.

At any time and from time to time, within ten (10) days after Landlord shall request the same, Tenant will execute, acknowledge and deliver to Landlord and to such Mortgagee or other party as may be designated by Landlord, a certificate in the form attached hereto as Schedule "D," with respect to the matters set forth in Schedule "D" and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Landlord. In the event that Tenant fails to provide such certificate within ten (10) days after request by Landlord

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RIDER TO LEASE AGREEMENT

THIS RIDER, made this 8th day of December, 1981, by and between WHITE MARSH MALL, INC., a Maryland corporation ("Landlord"), and WIZARDRY, INC., a Maryland corporation ("Tenant") to the Lease Agreement dated the 8th day of December, 1981.

The printed part of the Lease Agreement is hereby modified and supplemented as follows. Wherever there is any conflict between this Rider and the printed part of the Lease Agreement, the provisions of this Rider are paramount and the Lease Agreement shall be construed accordingly:

Section 3.1. (The printed Section deals with Term):

Delete the phrase "the first day on which the Premises are 'Ready for Occupancy' (as defined in Section 7.3.) or (b) Tenant's opening of its business in the Premises" in the first, second and third lines of the printed Section 3.1. and insert the phrase "sixty (60) days after enactment of a bill to amend the existing zoning code of Baltimore County, Maryland, which amendment would enable Tenant to use the entire Premises for the Permitted Use set forth in Section 1.1.F. of the Lease or (b) sixty (60) days after receipt by Tenant of a final variance from the existing zoning code of Baltimore County, Maryland or (c) Tenant's opening of its business in the Premises" in lieu thereof.

Section 5.1. (The printed Section deals with Rentals Payable):

At the end of the printed Section 5.1., add the following:

"Notwithstanding anything to the contrary contained in the printed Section 5.1., Tenant shall not be required to pay Annual Basic Rental until J.C. Penney's Department Store opens for business in the Shopping Center. From the date of commencement of the Term to the date on which J.C. Penney's Department Store opens for business in the Shopping Center, Tenant shall pay as Rental a percentage rent equal to eight percent (8%) of all Gross Sales plus all Additional Rental. As of the date J.C. Penney's Department Store opens for business in the Shopping Center, Tenant shall commence payment of Annual Basic Rental, Annual Percentage Rental, and all Additional Rental, as provided by the terms of the printed Article I and Section 5.1."

Section 8.1. (The printed Section deals with Operations by Tenant):

Add the following at the end of the printed Section 8.1.:

"Tenant covenants and agrees that it shall be responsible for the conduct of patrons within the Premises, and the manager or assistant manager will be present in the Premises during all business hours. Tenant shall have the responsibility to prevent loitering, rowdy conduct, abusive and vulgar language and excessive noise in the Premises. Admission to the Premises shall be denied to any person appearing to be under the influence of alcohol or drugs, and Tenant shall ask any person using such substances within the Premises to leave the Premises."

Tenant further covenants and agrees that it will be responsible for hiring any security guard and for all other costs and expenses of any security guard needed on the Premises to enforce Tenant's responsibility to prevent rowdy conduct."

Section 13.3. (The printed Section deals with Tenant's Insurance):

(a) Delete the words and number "Two Million Dollars (\$2,000,000)" in the third line of the printed Section 13.3.(a) and insert the words and number "One Million Dollars (\$1,000,000)" in lieu thereof.

Add the following as a new Section 20.1. to the Lease:

"Section 20.1.

Tenant, at the time of execution of this Lease, is waiting for the results of a Baltimore County, Maryland Planning Board proposal to amend the Baltimore County, Maryland zoning codes, which amendment would enable Tenant to use the entire Premises for the Permitted Use set forth in Section 1.1.F. of the Lease. If such proposal does not result in the successful enactment of a bill to amend the existing zoning codes by December 23, 1982, Tenant will use best efforts to apply for an individual variance from the existing zoning code immediately thereafter and will use diligent and good faith efforts to pursue such variance to its conclusion.

Upon the earlier to occur of (i) enactment of a bill to amend the existing zoning code of Baltimore County, Maryland or (ii) receipt by Tenant of a final variance from the existing zoning code of Baltimore County, Maryland, Tenant shall, at its sole cost and expense, within sixty (60) days thereafter complete the improvements and other work to be performed by it pursuant to Schedule "B" so as to open the Premises for business.

If a bill has not been enacted to amend the existing zoning code or Tenant has not received a final variance from the existing zoning code by March 1, 1982, Landlord and Tenant agree that Landlord may terminate this Lease upon thirty (30) days' notice to Tenant. Such notice of termination shall be effective as of March 31, 1982.

If this Lease is terminated and during a five (5) year period following the effective termination date of March 31, 1982, Tenant is successful at obtaining a final variance from the existing zoning code or a bill is enacted to amend the existing zoning code thus enabling Tenant to operate the Permitted Use set forth in Section 1.1.F. of this Lease, and if space of approximately 2,000 square feet is available in Landlord's Building and if Tenant's Permitted Use fits in with Landlord's merchandising plans for such space, then both parties agree to enter into good faith negotiations for a Lease for such space. If, after a ninety (90) day period of good faith negotiations, Landlord and Tenant are unable to reach an agreement satisfactory to both parties, Landlord's obligations to Tenant shall cease."

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Rider as of the day and year first above written.

ATTEST:

Michael E. Reed
Assistant Secretary

WHITE MARSH MALL, INC., Landlord

By: *William D. Reed*
Vice-President

(CORPORATE SEAL)

-2-

ATTEST:

William D. Reed
Secretary

WIZARDRY, INC., Tenant

By: *William D. Reed*
President

(CORPORATE SEAL)

STATE OF MARYLAND)
COUNTY OF HOWARD)

TO WIT:

I HEREBY CERTIFY, that on this 8th day of December, 1981, before me, the undersigned, a Notary Public of the aforesaid State and County, personally appeared *William D. Reed*, who acknowledged himself to be Vice-President of WHITE MARSH MALL, INC., and that he as such Vice-President being authorized so to do, executed the foregoing Agreement for the purposes therein contained on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

William D. Reed
Notary Public, State of Maryland

My Commission Expires: 1-9-82

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

TO WIT:

I HEREBY CERTIFY, that on this 8th day of December, 1981, before me, the undersigned, a Notary Public of the aforesaid State and County, personally appeared *William D. Reed*, who acknowledged himself to be Vice-President of WIZARDRY, INC., and that he as such Vice-President being authorized so to do, executed the foregoing Agreement for the purposes therein contained on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal the day and year first above written.

William D. Reed
Notary Public, State of Maryland

My Commission Expires: 2-1-82

SCHEDULE "A"-I

WHITE MARSH MALL, INC.

I. PARCEL 1-A (17,277 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the northerlymost corner of "Parcel One-A" as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr., No. 45 at folio 135, said point being on the North 73°59'25" West, 949.66 foot line of Parcel M as shown on said Plat, 43.45 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel Six as shown on said Plat the following four courses and distances, (1) South 22°27'20" West, 547.75 feet; (2) South 42°32'40" East, 50.33 feet; (3) South 47°27'20" West, 306.50 feet; (4) South 42°32'40" East, 40.50 feet to a point on the outline of Parcel Five as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County in Plat Book E.H.K., Jr., No. 45 at folio 136, thence binding on the outline of said Parcel Five the following three courses and distances, (5) South 42°32'40" East, 40.50 feet; (6) North 47°27'20" East, 30.00 feet; (7) South 42°32'40" East, 118.00 feet to a point on the outline of Parcel One-R, as shown on the aforementioned Sheet 2 of 3, thence binding on the outline of said Parcel One-B, the following three courses and distances, (8) North 47°27'20" East, 91.50 feet; (9) South 42°32'40" East, 595.00 feet; (10) South 47°27'20" West, 91.50 feet to a point on the outline of Parcel Four, as shown on the aforementioned Sheet 3 of 3, thence binding on the outline of said Parcel Four the following three courses and distances, (11) South 42°32'40" East, 39.00 feet; (12) South 47°27'20" West, 58.00 feet; (13) South 42°32'40" East, 80.00 feet to a point on the outline of Parcel Three, as shown on the aforementioned Sheet 3 of 3, thence binding on the outline of said Parcel Three the following three courses and distances, (14) North 47°27'20" East, 339.50 feet; (15) South 42°32'40" East, 298.59 feet; (16) North 79°00'00" East, 528.24 feet to a point on the outline of Access No. 2 as shown on the aforementioned Sheet 3 of 3, thence binding on the outline of said Access No. 2, (17) Northwestwardly along a curve to the left, having a radius of 632.00 feet, for a distance of 42.60 feet, being subtended by a chord bearing and distance of North 01°45'17" West, 42.59 feet, to a point on the outline of Parcel F, as shown on the aforementioned Sheet 2 of 3, thence binding on the outline of said Parcel F the following three courses and distances, (18) Northwestwardly along a curve to the left, having a radius of 632.00 feet, for a distance of 80.65 feet, being subtended by a chord bearing and distance of North 07°20'39" West, 80.60 feet; (19) North 11°00'00" West, 289.19 feet; (20) Northwestwardly along a curve to the left, having a radius of 332.00 feet, for a distance of 29.39 feet, being subtended by a chord bearing and distance of North 13°32'08" West, 29.38 feet, to a point on the outline of Parcel Two as shown on the aforementioned Sheet 2 of 3, thence binding on the outline of said Parcel Two the following eight courses and distances, (21) South 79°00'00" West, 815.51 feet; (22) North 42°32'40" West, 47.56 feet; (23) South 47°27'20" West, 63.50 feet; (24) North 42°32'40" West, 254.00 feet; (25) North 47°27'20" East, 63.50 feet; (26) North 42°32'40" West, 80.00 feet; (27) North 47°27'20" East, 208.56 feet; (28) North 22°27'20" East, 536.61 feet to a point on the first mentioned North 73°59'25" West, 949.66 foot line of said Parcel M thence binding thereon (29) North 73°59'25" West, 380.40 feet to the point of BEGINNING.

Containing 17,277 acres of land, more or less.

II. PARCEL 1-B (7,6285 acres):

Lying and being in Election District No. 14 of Baltimore County, Maryland.

BEGINNING for the same at the westerlymost corner of "Parcel One-B" as shown on the Plat of "WHITEMARSH MALL, SHEET 3 of 3", recorded among the Plat Records of Baltimore County, Maryland in Plat Book E.H.K., Jr., No. 45 at folio 136, said point being on the South 42°32'40" East, 320.55 feet line of Parcel B as shown on said Plat 285.55 feet from the westerly end thereof, thence leaving said line and binding on the outline of Parcel Five as shown on said Plat the following six courses and distances, (1) North 47°27'20" East, 528.00 feet; (2) South 42°32'40" East, 30.06 feet; (3) North 47°27'20" East, 298.58 feet; (4) North 42°32'40" West, 80.00 feet; (5) North 47°27'20" East, 58.00 feet; (6) North 42°32'40" West, 173.00 feet to a point on the outline of Parcel One-A as shown on the Plat of "WHITEMARSH MALL, SHEET 2 of 3", recorded among the Plat Records of Baltimore County in Plat Book E.H.K., Jr., No. 45 at folio 135, thence binding on the outline of said Parcel One-A the following three courses and distances, (7) North 47°27'20" East, 91.50 feet; (8) South 42°32'40" East,

A-1

SCHEDULE "A"

WHITE MARSH MALL

WHITE MARSH MARYLAND

NOT TO SCALE 7 MARCH 1980

SHEET 2 OF 2

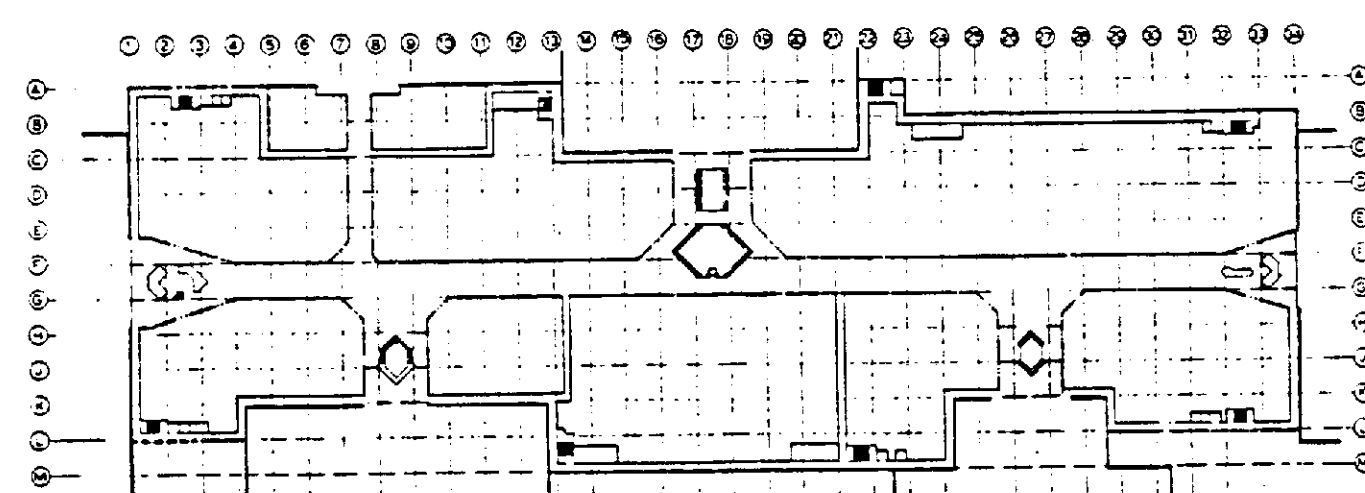
SCHEDULE "A"

WHITE MARSH MALL

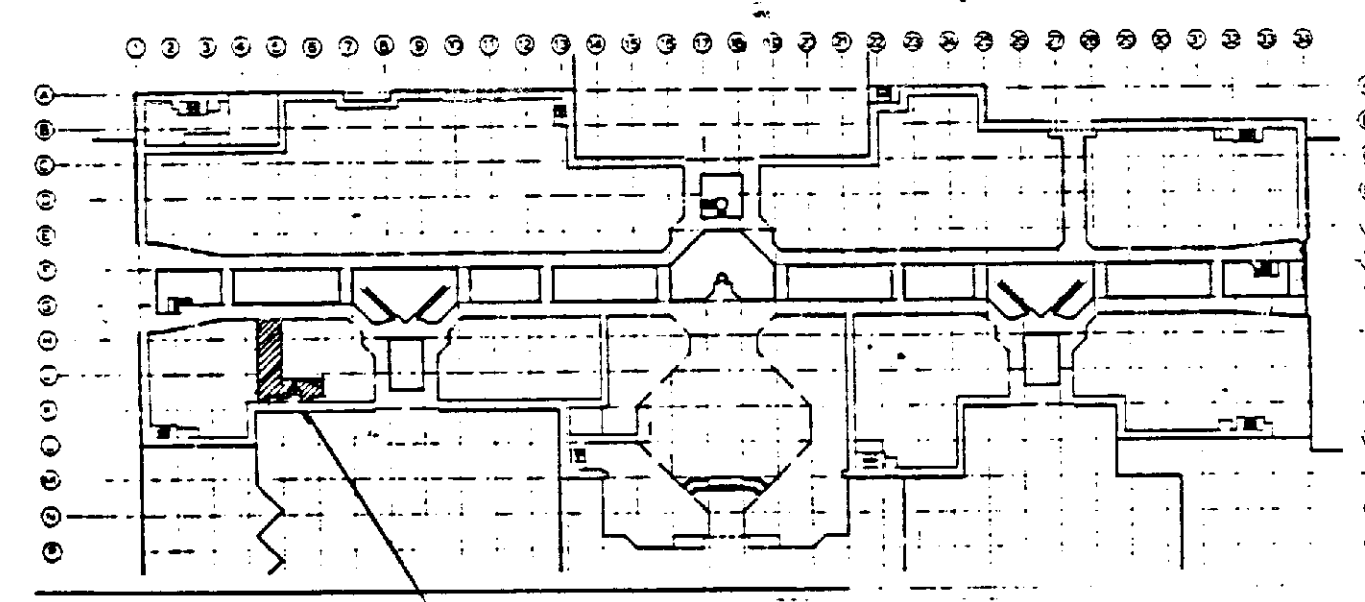
WHITE MARSH MARYLAND

NOT TO SCALE 7 MARCH 1980

SHEET 1 OF 2



LOWER LEVEL



UPPER LEVEL

NOTE:

MALLS, COURTS AND CORRIDORS MAY CONTAIN LANDSCAPING, DECORATIVE ITEMS, STRUCTURES DESIGNED AND LEASED FOR RETAIL SALES, AND AREAS FOR PROMOTIONAL ACTIVITIES. THE ABOVE WILL BE CONTROLLED BY LANDLORD.

OUTLINE OF BUILDINGS PER TENANT REQUIREMENTS, WIDTHS OF MALLS AND CORRIDORS, LOCATIONS OF ENTRANCES, NAMES OF STORES, AND LAND AREA OF SHOPPING CENTER ARE SUBJECT TO REVISIONS.

SCHEDULE "B"

WHITE MARSH MALL, INC.
BALTIMORE COUNTY, MARYLAND

PREFACE:

This Schedule "B" is intended to describe the obligations of Landlord and Tenant in the design and construction of the Premises.

Landlord's work will be limited to the work described in Sections A and B. Landlord's work in Section D will be accomplished either by Landlord at Tenant's expense or by Tenant at its expense as provided therein.

The work of Tenant described in Section C is intended to provide Premises finished in accordance with Tenant's drawings as approved in writing by Landlord.

Landlord and Tenant have a common interest in opening the Premises on the Grand Opening Date. To this end, Landlord will coordinate its work with Tenant's work insofar as the schedule for such Grand Opening and prudent construction practice will allow. To insure mutual cooperation of Landlord's and Tenant's contractors, Landlord will assign one or more tenant coordinators to Landlord's Building to function as liaison between Tenant and Landlord.

Also, in order to insure an orderly and aesthetically coordinated storefront and sign design as well as Tenant's design of the mechanical and electrical systems and to insure these design requirements are understood by tenants, their designers, contractors and other representatives, reference should be made to the Design Criteria for Tenant Improvements, Schedule "C," established by Landlord.

A. WORK TO BE PERFORMED BY LANDLORD IN LANDLORD'S BUILDING:

1. A non-combustible structure including columns, girders, beams, joists, roof deck, and floors.
2. Public area floors of concrete with special finishes in various areas.
3. Mall ceilings of various heights.
4. Insulated, built-up roofing.
5. Exterior walls.
6. Exits from the public areas to the exterior in accordance with the requirements of jurisdictional authorities and Landlord's insurance carrier.
7. 480/277 volt, 3 phase, 4 wire electrical service in the form of a Tenant distribution panelboard located in designated service corridors. The location of the Tenant distribution panelboard shall be indicated on the Lease Outline Drawing. Landlord will provide a fusible switch in the Tenant distribution panelboard for a type RK-5 fuse to accommodate the Tenant's cumulative coincident demand.
8. Enclosed malls, courts, arcades and public corridors, which are climate controlled, equipped with a fire protection sprinkler system and which contain landscaping, seating, decorative treatment areas for promotional features and structures leased for retail sales.
9. Public toilet facilities and public pay telephones.
10. Landlord shall arrange with the telephone utility company to provide service at one or more locations within Landlord's Building for Tenant's use. See Section D herein.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 1 of 9

B. WORK TO BE PERFORMED BY LANDLORD IN THE PREMISES:

1. **Storefront Bulkhead**
Finish and install the storefront upper signband bulkhead as indicated in the Design Criteria for Tenant Improvements and the Lease Outline Drawing. The bulkhead will be of drywall construction and shall be taped, spackled and sanded on the mall side only. See Section D herein.
2. **Demising Partitions**
Demising partitions between Tenant and other tenants and/or Tenant and exit and/or service corridors, of either exposed masonry or drywall construction. Where Landlord elects to provide drywall, the drywall will be installed on one (1) side of the partition only and shall extend to the underside of the deck above and shall be taped, spackled and sanded. See Lease Outline Drawing for extent of drywall. See Section C.II herein.
3. **Floor Slab**
Concrete floor slabs, smooth troweled finish, at one elevation designed to support a live load of 150 pounds per square foot on the grade level and 100 pounds per square foot on the structurally supported level. No depressions or recesses in slabs will be permitted. See Section C.II, herein.
4. **Egress Door**
An egress door without hardware, other than butt hinges, (other than customer storefront doors which are the responsibility of Tenant hereunder) only if required by the jurisdictional authorities or Landlord's insurance carrier. See Section C.II, herein. The location of such egress door, if any, shall be indicated on the Lease Outline Drawing.
5. **Water Service**
A 3/4 inch domestic cold water service shall be brought to one point either within or below the Premises. The location of such service shall be indicated on the Lease Outline Drawing.
6. **Sewer Service**
A 4 inch sanitary sewer connection shall be installed at one point below the Premises. The location of such connection shall be indicated on the Lease Outline Drawing.
7. **High Velocity Medium Pressure Duct**
A high velocity medium pressure duct will be brought to one point within the Premises. See Section C.II.
8. **Fire Protection Sprinklers**
A fire protection sprinkler system including feed and/or cross mains and branch lines installed in a grid pattern shall be located within the Premises, at an elevation above the maximum ceiling height indicated on the Lease Outline Drawing. The quantity of base building standard fire protection sprinkler heads provided by Landlord shall be a minimum required by code or governing agencies up to a maximum coverage of one (1) head per 80 square feet of Tenant's Floor Area and this number shall be indicated on the Lease Outline Drawing. Residue to Landlord's system or additional sprinkler heads in excess of those provided by Landlord shall be at Tenant's expense as provided in Section D herein.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 2 of 9

C. WORK TO BE PERFORMED BY TENANT IN THE PREMISES:

1. **Construction Code Requirements**
All Tenant construction shall be in accordance with the requirements of all applicable codes, ordinances, rules and regulations and all authorities having jurisdiction over the work, including the State of Maryland Standard Code requirements and Landlord's insurance carrier.
2. **Utilities by Tenant**
Tenant shall arrange and procure at Tenant's expense:
a. All building, health, plumbing, mechanical and other required permits.
b. Telephone service between the location of telephone service within Landlord's Building and the Premises. See Section D herein.
c. Tenants requiring three gallons or more of water per month are required to provide water meters within their premises.
d. All other required utility meters.
e. Connections to Landlord installed utilities.
f. The parties acknowledge that at the present time gas is not available for use in the Premises.
3. **Floor Slab Penetrations**
All openings through structurally supported level concrete slabs must be core-drilled, sleeved, grouted, sealed and made waterproof. Sleeves must extend at least two (2) inches above the finished floor.
4. **Store Construction**
Each store shall be designed and installed in accordance with Schedules "B" and "C" Design Criteria for Tenant Improvements. Storefront construction must extend from the floor slab to the underside of the deck above. All storefront track systems shall be surface mounted. All partitions facing enclosed malls, courts, and arcades, as indicated on the Lease Outline Drawing, shall be considered as Tenant's storefronts. For a description of that portion of work to be performed by Landlord at Tenant's expense, see Section D herein.
5. **Egress Door Hardware**
Hardware other than that supplied by Landlord. See Section B herein. Tenant shall furnish and install lockset to agree with requirements for the egress door.
6. **Non-Combustible Construction**
All Tenant construction must be non-combustible.
7. **Ceilings**
A ceiling shall be installed throughout the entire premises and will not exceed the maximum height indicated on the Lease Outline Drawing or be less than nine feet six inches (9'6") above the finished floor. Premises on the grade level are required to have a one (1) hour rated ceiling equal to U.L.C. Standard PG-523. Structurally supported Premises (second level) are required to have a non-combustible (but not necessarily rated) ceiling. The structure of Landlord's Building has been designed to accept a super-imposed loading of four and one-half (4-1/2) pounds per square foot for the overhead installation of Tenant's equipment. Access (such as access panels) shall be provided by Tenant where Landlord deems necessary.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 3 of 9

All usable construction material, equipment, fixtures, merchandise, etc. must be contained within the Premises. Malls, courts, arcades, public corridors, service corridors and the exterior of Landlord's Building shall be kept clean at all times.

D. WORK BY LANDLORD IN THE PREMISES AT TENANT'S EXPENSE:

1. **General**
a. The following work in the Tenant's Premises shall be accomplished by Landlord at Tenant's expense and the cost of any such item of work shall be payable to Landlord as follows upon completion of the work: (1) Tenant shall pay Landlord a fifty percent (50%) deposit toward the cost of the following items, based on a written estimate provided by Landlord. Upon completion of the work, Landlord will invoice Tenant for the balance due. Any amount owed Landlord which is not paid within thirty (30) days of receipt of invoice shall bear interest at the Default Rate until paid:
1. Furnish and install a master sanitary vent and toilet exhaust duct system provided to one point within the Premises to which each Tenant will be required to connect in lieu of making individual roof penetrations. The cost to each Tenant will be \$600.00.
2. Furnish and install Landlord's building standard floor finish and base between the storefront lease line and point of Tenant's storefront closure or counter. The unit cost for this work will be \$6.50 per square foot. This price is only effective up to the Grand Opening Date.
3. For Tenants not adjacent to a service corridor, one empty one inch (1") telephone conduit will be provided between a location in the nearest service corridor and the Premises, and the cost to Tenant will be \$3.00 per linear foot. No conduit will be provided for Tenants adjacent to a service corridor. Tenants must directly arrange for telephone service.
4. For Tenants not adjacent to a service corridor, one empty power conduit will be provided between the nearest service corridor and the Premises, and the cost to Tenant will be \$4.50 per linear foot. No conduit will be provided for Tenants adjacent to a service corridor.
5. Landlord shall provide pre-opening services, including power (one duplex receptacle) and lighting during normal working hours. Tenant's electrical contractor shall be required to provide ground fault protection for all power equipment needed in the Premises.
Merchandising trash shall be removed daily when deposited by Tenant at the storefront of the Premises. The unit cost for these services will be a one (1) time charge of sixty (\$60) cents multiplied by Tenant's Floor Area.
b. The following work in the Premises shall be accomplished by Landlord at the following unit cost plus twelve percent (12%) cost of administration, only upon receipt of a signed work order from Tenant, and the cost of any such item of work will be payable to Landlord as follows: fifty percent (50%) deposit upon return of the signed work order from Tenant with the balance to be invoiced upon completion of said improvements. Any amount owed Landlord which is not paid within thirty (30) days of receipt of invoice shall bear interest at the Default Rate until paid:
1. Furnish and install sprinkler heads in excess of or different than those provided in Section B.8. The unit cost for this work will be \$25.00 for each sprinkler head. This price is only effective up to the Grand Opening Date.
c. The following work in the Tenant's Premises shall be accomplished by Landlord at Landlord's actual cost plus twelve percent (12%) cost of administration, only upon receipt of a signed work order from Tenant, and the cost of any such item of work will be payable to Landlord as follows: fifty percent (50%) deposit upon return of the signed work order from Tenant with the balance to be invoiced upon completion of said improvements. Any amount owed Landlord which is not paid within thirty (30) days of receipt of invoice shall bear interest at the Default Rate until paid:
1. Furnish and install sprinkler heads in excess of or different than those provided in Section B.8. The unit cost for this work will be \$25.00 for each sprinkler head. This price is only effective up to the Grand Opening Date.
2. **Discipline**
Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors.
3. **Character of Employees**
Tenant shall not employ any unfit person not skilled in the work he is performing, or any workman that is incompatible with the balance of the work force, or who will cause labor disputes or work stoppages.
4. **Clean-up**
Tenant shall maintain the Premises in a clean and orderly condition during construction and merchandising. All unusable construction materials, shipping containers, packaging, debris, etc. shall be contained within the Premises until removed from the Shopping Center site. See Section D herein.
Flammable waste must be confined to covered metal containers until removed by Tenant.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 6 of 9

8. Column Fireproofing

All free-standing structural steel columns shall be fireproofed.

9. Store Fixture Supports

All Tenant improvements, other than ceilings and lighting fixtures, shall be floor-mounted unless written approval is obtained from Landlord to support improvements otherwise.

10. Mezzanines

Tenant, upon obtaining the prior written approval of Landlord, may construct mezzanines, subject to the following:

- a. Mezzanines shall be on the grade level only. No mezzanines shall be permitted on the structurally-supported level.
- b. The mezzanine framing must be completely independent of the basic building structural frame and demising partitions.
- c. Alterations to Landlord supplied building systems or plumbing, electrical, sprinkler and engineering review costs shall be at Tenant's expense as described in Section D herein.

11. Tenant Mechanical Systems

Tenant-supplied, Landlord-approved heating and air-conditioning systems, exhaust and make-up air systems, plumbing, vents and any other mechanical and ventilation systems shall conform to the following:

- a. Tenant shall engineer, purchase and install the HVAC distribution system, consisting of, but not limited to, supply duct connections, return air grilles, variable air volume boxes, ducts, fan coils, fire dampers and controls. It is essential that Tenant's engineer completely familiarize himself with Landlord's system including the requirements of the one (1) hour rated ceiling indicated in Section C.7 and the regulations of Landlord and jurisdictional authorities with respect to exhaust, make-up air, maintenance of mall positive pressure, equipment, is subject to Landlord's approval prior to the installation. Such approval does not warrant performance of Tenant's distribution system nor does it warrant the correctness of Tenant's engineering.
1. System air will be provided by a variable air volume system with a normal leaving air temperature of 55° F., dry-bulb with 90% relative humidity. During summer non-operating hours, the leaving air temperature will rise to 65° F., dry-bulb.
2. All heating for the Premises shall be furnished and installed by Tenant. The discharge air temperature during winter non-operating hours will not be less than 55° F., dry-bulb.
3. A minimum of 10% outside air shall be provided.
4. The ventilation rate will provide six (6) air changes per hour at full C.F.M. ratings.
5. Toilet exhaust fans will provide 2.0 C.F.M. per square foot or 50 C.F.M., whichever is greater.
6. Tenant shall provide supplemental heat as necessary to maintain minimum temperature.
7. Landlord's system has been designed to accommodate up to one person per 75 square feet and a lighting and miscellaneous load of 6.0 watts per square foot.
8. The noise level shall not exceed NC-40.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 4 of 9

1. With Landlord's written permission, additional water service or relocation of water service.
2. With Landlord's written permission, additional sanitary sewer connection or relocation of sanitary sewer.
3. Provide "wet" sprinkler heads within all food preparation exhaust duct systems in accordance with N.F.P.A. Standards and the requirements of Landlord's insurance carrier.
4. Relocation of sprinkler heads or revision to the Landlord-installed system required as a result of Tenant's store design or changes requiring additional risers, feed or cross mains, branch lines, etc. Landlord reserves the right to refuse to permit the installation of additional heads in the event such additional heads exceed the supplying capacity of Landlord's bulk mains.
5. The construction of a non-combustible fire stop partition from the top of Tenant's storefront to the underside of the deck above.
6. With Landlord's prior written permission, roof and wall openings for any purpose. Such openings provided shall include supporting structures, curbs, flashings, ducts, vents and grilles. Landlord reserves the right to refuse to permit the furnishing of any openings which exceed the capability of the structural system or which in Landlord's opinion would have an appearance detrimental to Landlord's Building.
7. Any Tenant equipment that requires mounting on the roof must be installed by Landlord. Landlord reserves the right to refuse to permit the installation of any roof- or wall-mounted equipment if, in Landlord's opinion, the appearance of such equipment would be detrimental to the appearance of Landlord's Building, or which exceeds the capability of the structural system.
8. Openings in demising partitions and exterior walls, provided such openings have been approved in advance by Landlord in writing.
9. Architectural or engineering fees incurred by Landlord as a result of Tenant requesting any of the items specified above.

2. Violations

In the event Tenant is notified of any violations of codes, or ordinances, or regulations, or of its obligations hereunder, either by the jurisdictional authorities or by Landlord, Tenant shall correct such violations within seven (7) calendar days from the date of such notification. Should Tenant fail to correct such violations within said seven (7) day period, Landlord shall have the right to correct such violations at Landlord's actual cost plus twelve percent (12%) cost of administration.

E. PROCEDURE

1. Promptly following the execution of the Lease, of which this Schedule "B" is a part, and to which it is attached, Landlord shall prepare and forward to Tenant a Lease Outline Drawing (which Drawing is so referred to in this Schedule) of Tenant's Premises.
2. Within thirty (30) calendar days thereafter, Tenant shall submit to Landlord one (1) set of reproducible sepa prints and five (5) sets of prints of Tenant's drawings and specifications as indicated in the Design Criteria for Tenant Improvements, Schedule "C". IN ORDER TO INSURE THE OVERALL CAPACITY AND BALANCE OF TENANT'S ELECTRICAL SYSTEM, THE ELECTRICAL DRAWING SHOULD INCLUDE THE FOLLOWING INFORMATION:
a. Maximum coincident demand in KVA for general light and miscellaneous power.
b. Maximum coincident demand and estimated hours of demand use for special equipment power such as refrigeration, cooking, etc.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 8 of 9

9. The criteria for calculations shall be the 1977 Edition of the A.S.H.R.A.E. Fundamentals Guide and Data Book, the current Baltimore County Building Code and good engineering practice.
10. Tenant shall furnish and install a fusible-link fire damper(s) within the demising partition drywall by Tenant in accordance with the size and location indicated on the Lease Outline Drawing.
- b. Tenants requiring exhaust and make-up will engineer, purchase and install an exhaust and make-up system to exhaust air at the minimum rate, with make-up air at 90% of the exhaust quantity to prevent migration of odors and/or heat and cooling to other occupied premises or to the public area. Make-up air systems are required for all tenant-furnished exhaust systems, exclusive of toilet exhaust systems.
- c. Air balance of any exhaust and make-up system not provided by Landlord is the responsibility of Tenant and Tenant will furnish Landlord with two (2) copies of a certified air balance report. Landlord's specification of HVAC conditions within the mall is predicated on the correct balance, to Landlord's satisfaction, of Tenant installed mechanical systems.
- d. All toilet room exhaust fans must connect to the master toilet exhaust duct system using a duct to connect to Landlord's exhaust duct system. See Section D herein.
- e. No exhaust or vent shall be located within twenty (20) feet of any supply or air intake.
- f. No openings for fans, vents, louvers, grilles, or other devices shall be installed in any demising partition, exterior wall, or roof without Landlord's prior written approval. See Section D herein.
- g. The requirements for roof openings as described in Section D herein.
- h. All unacceptable air, as determined by Landlord, shall be removed by means of a ducted exhaust system with a centrifugal exhaust fan located on the roof.
- i. Hoods and exhaust systems for food processing shall be protected by a CO2 fire extinguishing system. Filters used in all exhaust systems shall be of non-combustible construction and all systems shall be provided with access panels. See Section D herein.
- j. Condensate lines for refrigeration and/or air conditioning must terminate within the Premises.
- k. Grease traps for all food preparation areas (if required by the jurisdictional authorities or health department) must be vented as required. (Where such traps are installed, Tenant shall be responsible for the proper care, cleaning and maintenance thereof.)
- l. Garbage disposals are not permitted.

12. Tenant Electrical Systems

- a. Tenant shall furnish and install all electrical facilities for the Premises from the aforementioned Tenant distribution panelboard including, but not necessarily limited to, the following:
1. Conduit and wiring from the Tenant distribution panelboard to the Premises.
2. When electrical service greater than 200 amperes is required, complete service disconnect and current transformer system arrangement is required.
3. EWT conduit shall be used to connect from the Tenant distribution panelboard to the Premises.
4. Distribution and/or branch circuit panels.
5. Dry type transformer for voltages other than 277/480 volts.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 5 of 9

(If any of the above information shall change pursuant to a change in Tenant's Lease Outline Drawings or leasehold improvements herein, Tenant shall promptly amend its statement of such information with Landlord.)

3. Within twenty (20) calendar days thereafter, Landlord shall return to Tenant one (1) set of drawings and specifications with approval and/or comments. Tenant shall promptly make any requested changes or, as the case may be, promptly obtain Landlord's written approval to alternate solutions.
4. Within ten (10) calendar days after the issuance of notification that the Premises are available for Tenant to start construction, Tenant shall start construction after first having obtained all necessary permits from the jurisdictional authorities and having further deposited with Landlord policies of insurance as set forth in Sections 13.3 and 13.4 of the Lease.
5. Should Tenant make any changes in Tenant's work after date of final approval of Tenant's plans that result in changes to Landlord's work described in Section B herein, Tenant shall reimburse Landlord as provided for in Section D herein.
6. Tenant shall complete all work within the Premises as expeditiously as possible, but in no event later than the Grand Opening Date. Should Tenant fail to complete its work within this schedule, Landlord may, at Landlord's option, install temporary storefront or barricade at the Premises, at Tenant's expense. The unit cost for this work will be \$10.00 per square foot of temporary storefront.
7. Tenant shall secure all occupancy and health department permits from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises on the Grand Opening Date.
8. Landlord's work is limited to that specified in this Schedule "B" and Tenant shall be required to make all improvements to the Premises in accordance with Tenant's approved plans, except those which Landlord is specifically required to make hereunder.
9. In the event any mechanics' liens or other liens or any other notices of claim, including, without limitation, stop notices ("liens") shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord, including reasonable attorneys' fees incurred by Landlord in either defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rental.
10. If, for any reason, Tenant shall fail to pay any amounts due Landlord by Tenant hereunder, then, in addition to any other remedies available to Landlord pursuant to this Lease, upon the commencement of the Term, such amounts, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rental.

Schedule "B"
WHITE MARSH MALL, INC.
August 1, 1980
Page 9 of 9

Design Criteria for Tenant Improvements

Schedule C

White Marsh



White Marsh
Baltimore County Md

A Project of
White Marsh Mall Inc

Design Criteria for
Tenant Improvements

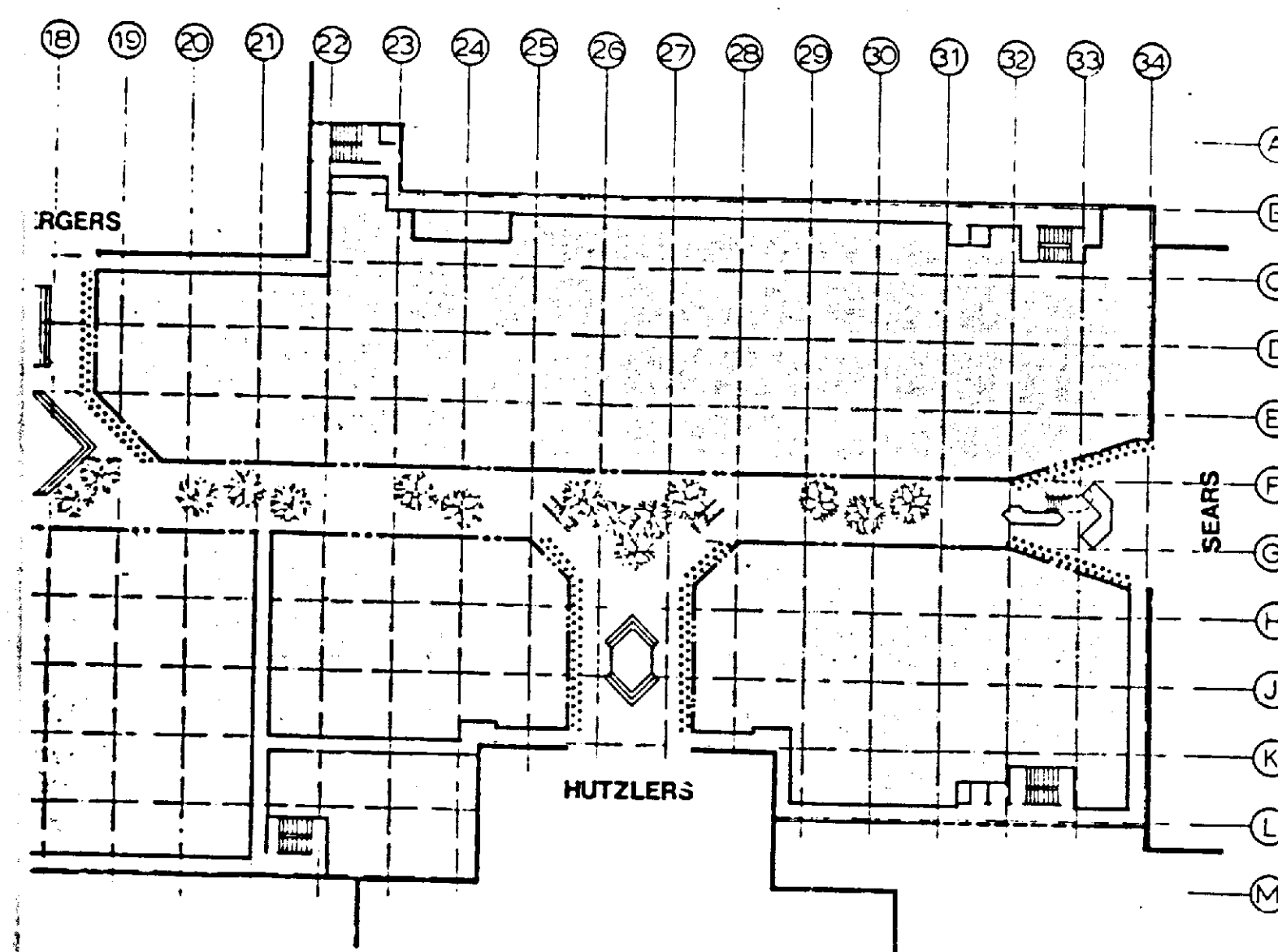
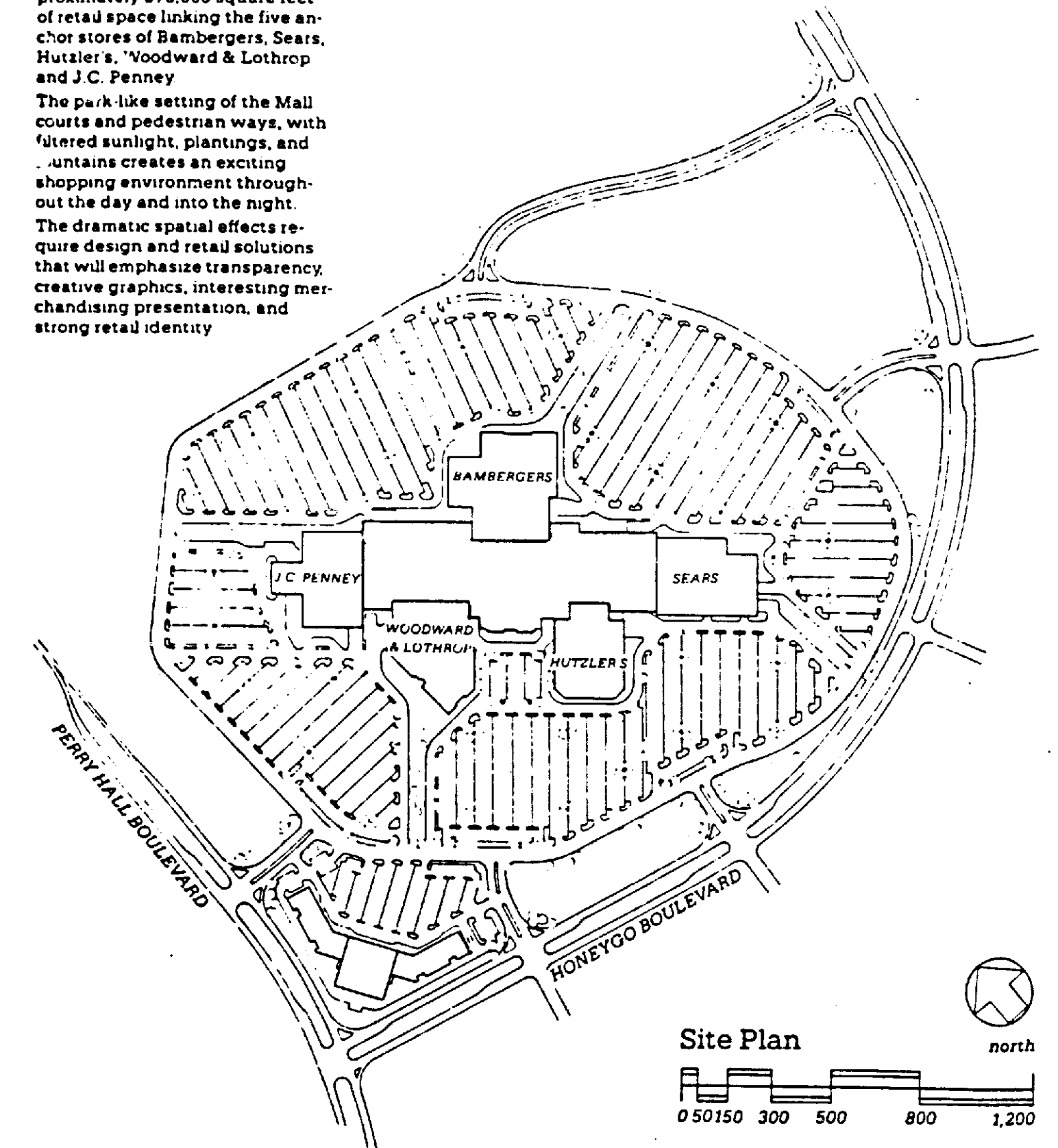
1. Introduction
2. Site Plan
3. Lower Level Plan
4. Upper Level Plan
5. General Criteria
6. Typical Mall Section
7. Storefront Criteria
8. Sign Criteria
9. Lighting Criteria
10. Special Criteria
11. Tenant Submission Requirements
12. Building Codes

Introduction

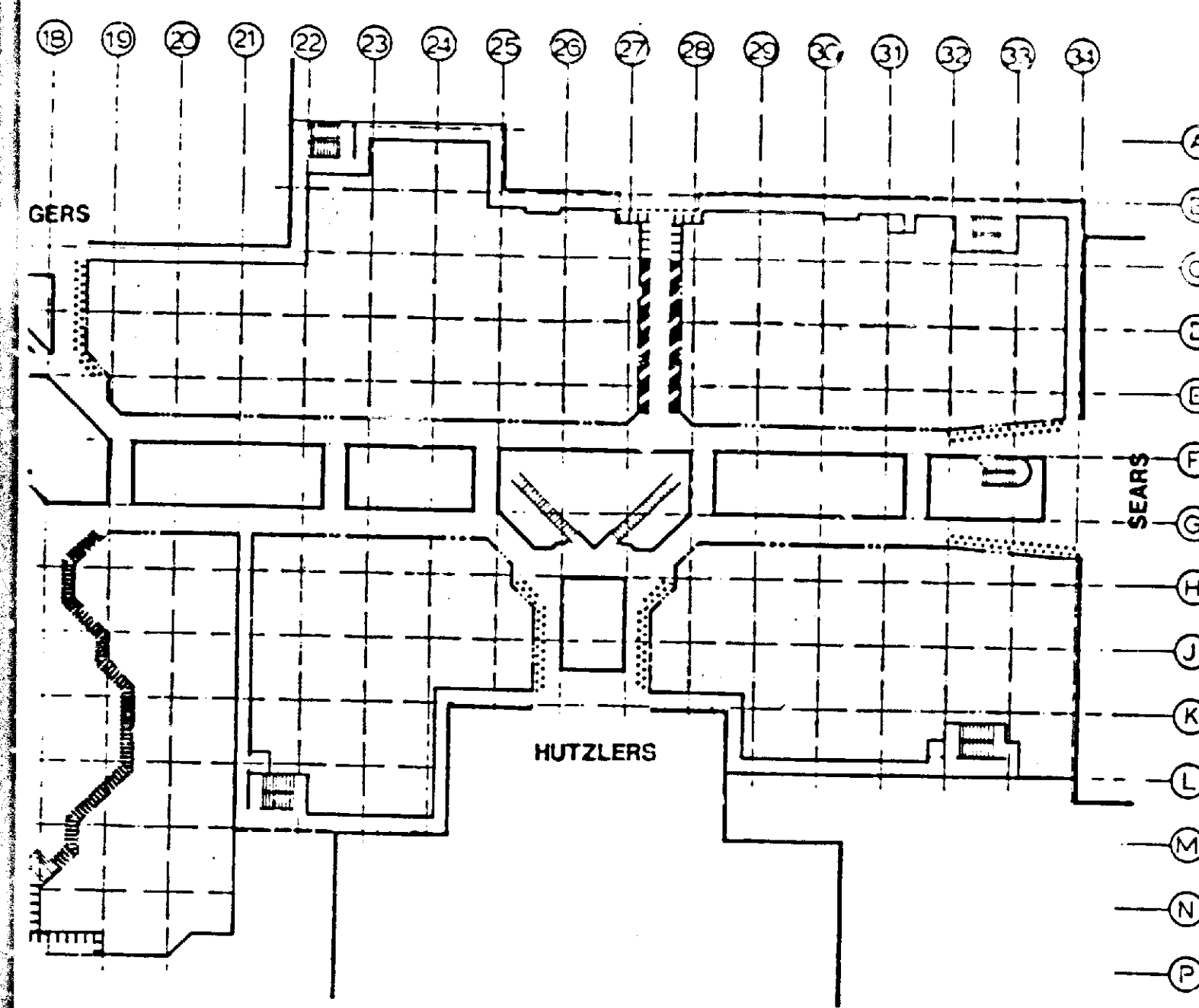
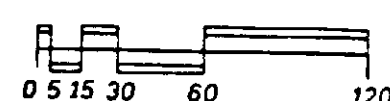
White Marsh, a new two-level enclosed retail center, contains approximately 1,700,000 square feet of retail space linking the five anchor stores of Bambergers, Sears, Hutzel's, Woodward & Lothrop and J.C. Penney.

The park-like setting of the Mall courts and pedestrian ways, with filtered sunlight, plantings, and fountains creates an exciting shopping environment throughout the day and into the night.

The dramatic spatial effects require design and retail solutions that will emphasize transparency, creative graphics, interesting merchandising presentation, and strong retail identity.



Lower Level
Plan



Upper Level
Plan

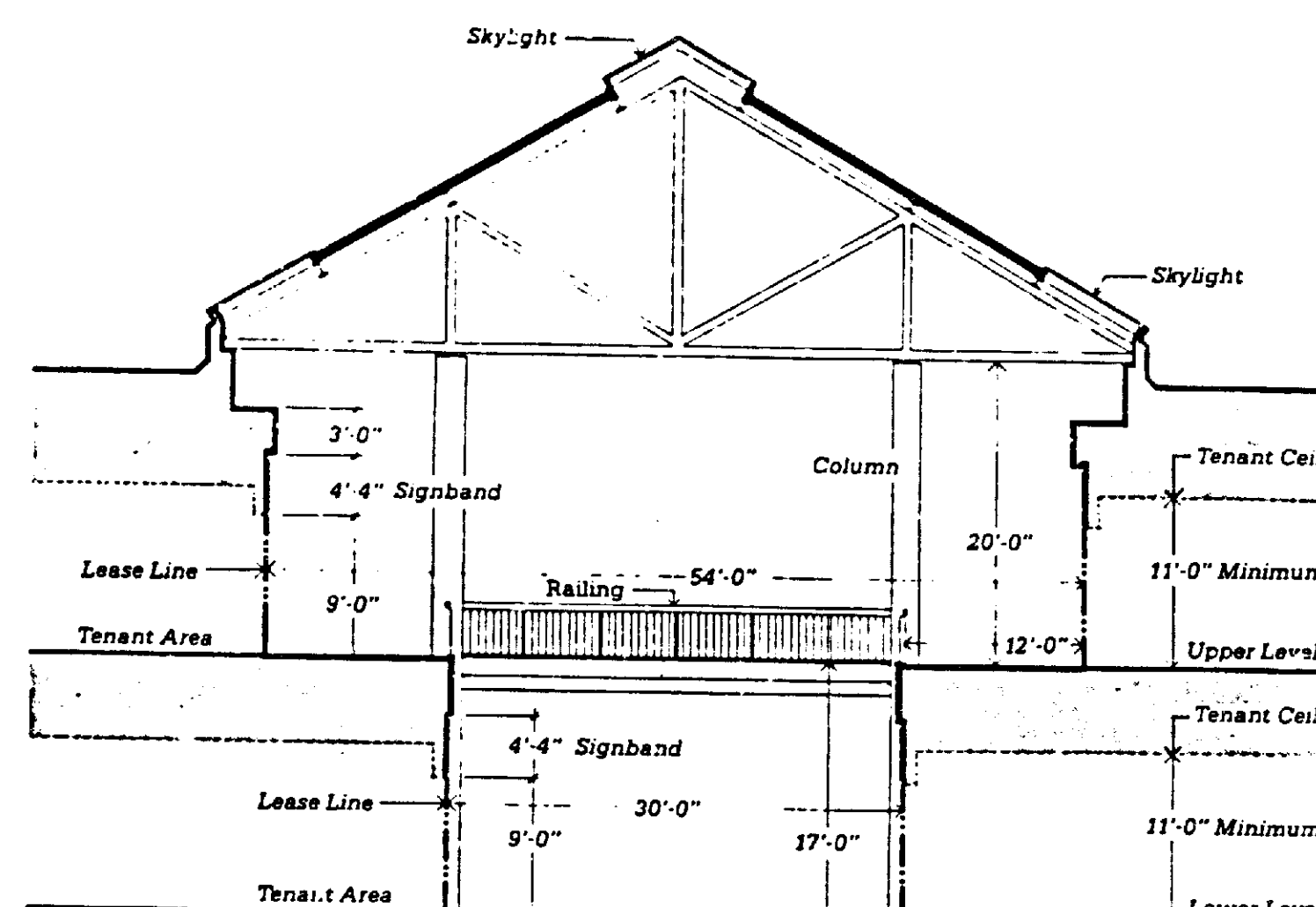


General Criteria

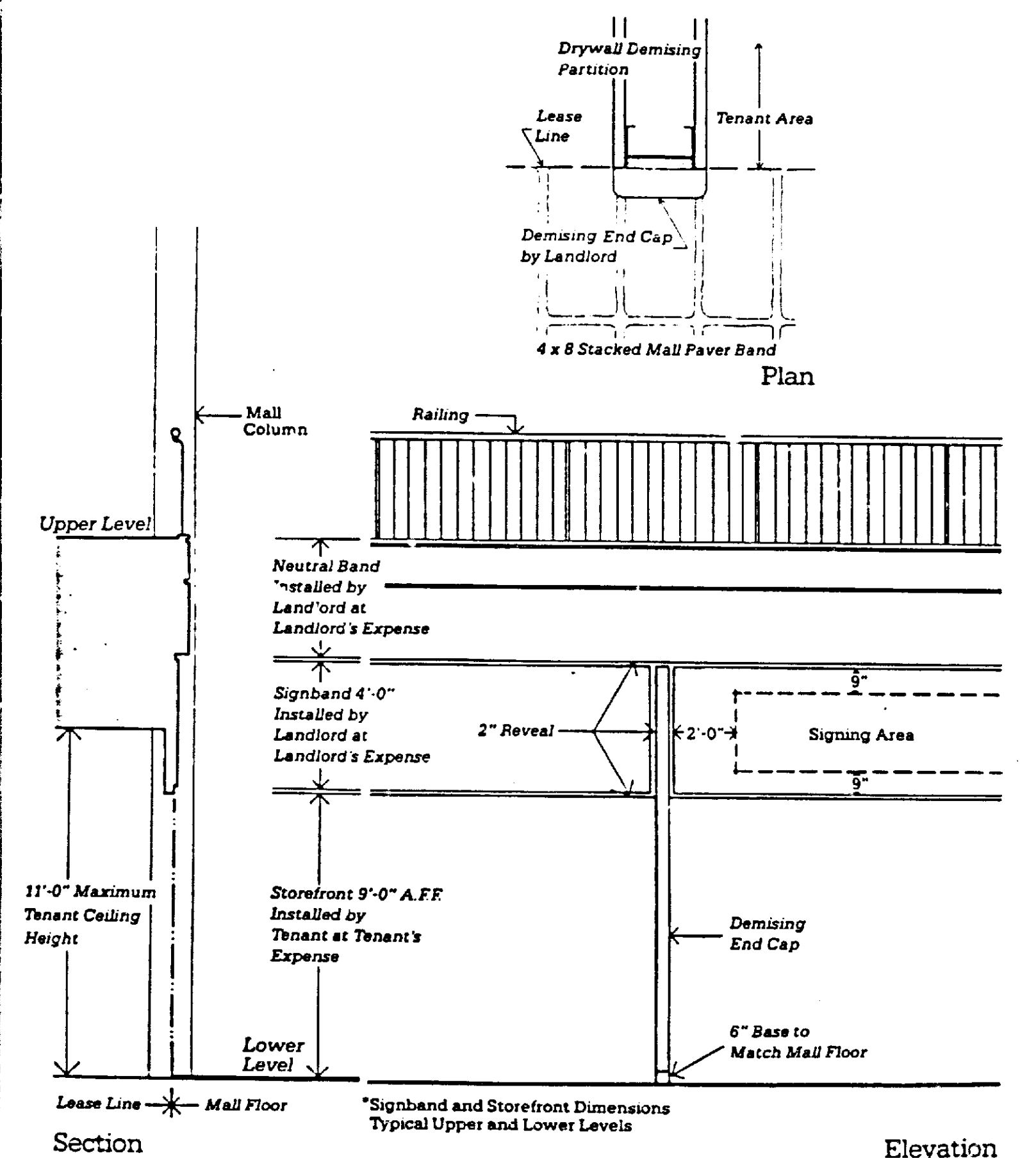
The Tenant Design Criteria, with the Lease Exhibits and Lease Outline Drawings, comprise the Tenant Package. Each Tenant should familiarize himself with the intent, scope, requirements and details of White Marsh. The Tenant Design Criteria are intended to encourage freedom of individual expression in design and to set forth a common point of departure for the benefit of all Tenants.

Typical Mall Section

The typical Mall section has been designed with many floor openings which will permit shoppers walking along the Upper Level galleries to observe signs and storefronts on the Lower Level while shoppers on the Lower Level can read signs and see storefronts on the Upper Level.



Typical Mall Section



Elevation

Special Criteria

This section contains criteria related to specific locations within White Marsh. The plans on pages 4 thru 7 indicate where each of these Special Criteria apply. Tenants should consult these plans to determine if their store/storefront is affected by any Special Criteria. These criteria are in addition to the General Criteria covered in the previous section.

Entrance Shops

Exterior retail exposure is an important feature of mall entrances at White Marsh. It conveys a strong retail image, while providing the Tenant with a unique exterior attraction. Maximum transparency and visibility of the store and its merchandise is required. The Tenant is expected to follow a shop-in-the-window approach in this area.

The Landlord will install, in the areas designated as entrance shops, glazing as detailed and dimensioned on Tenant's Lease Outline Drawing.

Department Store Courts

This area has been established to have a singular character. Maximum transparency and visibility of these stores is required. Careful and creative approaches to merchandising are required and encouraged.

1. All storefronts in this designated area are to be 80% transparent below the signband, i.e., the storefront is to be primarily glass or open.

2. Additional signing will be required on lower level at the Hutzler's, Woodward and Lothrop and Bambergers courts. Each Tenant will have a hanging sign, with graphic image of that particular store's principle merchandise, designed and installed by the Landlord at Tenant's expense.

Entrance Arcade

Landlord will distribute to Tenants a supplement governing entrance arcade design criteria.

Pic-Nic

Landlord will distribute to Tenants a supplement governing Pic-Nic design criteria.

RE: PETITION FOR SPECIAL HEARING : BEFORE
Northeast corner of Honeygo and :
Perry Hall Blvds. : COUNTY BOARD OF APPEALS
14th District : OF
WHITE MARSH MALL, INC., : BALTIMORE COUNTY
Petitioner :
 : No. 82-151-SPH

OPINION

This case comes before this Board on appeal from a decision of the Zoning Commissioner denying the Petition for a Special Hearing. The case was heard this day "De Novo" in its entirety.

Petitioners propose to use 2,000 sq. ft. of leased area in the White Marsh Mall for an amusement center containing 45 video type machines on 1500 ft. of this floor space and retail sales of game type video tapes, etc., for home use on 500 sq.ft. of this area. They presented plans indicating sound proof walls specifically so designed and fully carpeted floors. Absolutely no food, beverages or smoking would be allowed in the game room. There would be in constant attendance, a video game technician, whose duties would include not only machine repairs, but would answer questions, make change and above all, maintain order. Testimony was also received that indicated the Mall itself would be constantly patrolled by security forces, should the need for their services ever be required. There was no opposition to this game room from either neighboring stores or individual protestants. The question to be decided by this Board is whether an amusement center of this specific nature is or is not a commercial recreation enterprise, a commercial recreation enterprise being a permitted use in the BM and BR zones.

The Board is of the opinion that the operation as presented this day, should be considered a commercial recreation enterprise. In order to substantiate this opinion, the Board will define what would constitute a commercial recreation enterprise. A commercial recreation enterprise must be the only business conducted on the premises and cannot encompass any retail sales of food, beverages, tobacco items, etc.

SCHEDULE "D"

Date: _____

2

Re: White Marsh Mall-Baltimore County, Maryland
Lease dated _____, 19____
between White Marsh Mall, Inc.,
as Landlord, and _____,
as Tenant

Gentlemen:

It is our understanding that you have committed to make a mortgage loan secured by some part or all of the Premises known as White Marsh Mall, Baltimore County, Maryland, and that as a condition precedent to the making of such loan you have required this certificate by the undersigned. 3

The undersigned, as Tenant under the above-captioned Lease, hereby ratifies said Lease and certifies that the undersigned has entered into occupancy of the Premises on _____, 19____ and the Annual Basic Rental in the annual amount of \$_____ commenced to accrue from that date; that Tenant is presently open and conducting business with the public in the Premises; that said Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way except by agreement(s) dated _____, and neither party thereto is in default thereunder; that the same represents the entire agreement between Landlord and Tenant as to this leasing; that the Term of said Lease commenced on _____, 19____ and expires _____, 19____; that Tenant's Floor Area is _____ square feet; that all conditions under said Lease to be performed by Landlord have been satisfied, including, without limitation, all co-tenancy requirements thereunder, all required contributions by Landlord to Tenant on account of Tenant's improvements have been received, and on this date there are no existing defenses or offsets which the undersigned has against the full enforcement of said Lease by Landlord; that, except for the Advance Rental in the amount of \$_____, no Rental has been paid in advance and no security has been deposited with Landlord; and that all Rental due up to and including _____, 19____ has been paid.

Unless the context otherwise requires, all capitalized Terms used herein have the same meanings as are ascribed to them in said Lease.

Very truly yours,

Tenant

By: _____

1. Tenant's letterhead
2. Insert name(s) and address(es) of persons or entities designated by Landlord.
3. If the addressee designated by Landlord is not a mortgage lender, the first paragraph must be deleted.
4. If Tenant is a corporation, this certificate must be executed by the President or a Vice-President or by such other officer who may be authorized to do so by by-law or corporate resolution. The title of the person signing the certificate is to be indicated below such person's signature.

White Marsh Mall, Inc.
Case No. 82-151-SPH

In no way could the operation of several video type machines as an ancillary use to a principal business be considered a commercial recreation enterprise. A commercial recreation enterprise must be manned by competent personnel, able to take care of these electronic machines and constantly police the business to prevent any possible disturbances by those persons operating or viewing the operation of these machines. Under these specific conditions, the operation of a business, as proposed here, would be a commercial recreation enterprise and the Board will so order. It is the opinion of this Board that the intent of Section 233.2 of the Baltimore County Zoning Regulations would be properly served by the decision in this Order.

ORDER

For the reasons set forth in the foregoing Opinion, it is this 2nd day of March, 1982, by the County Board of Appeals, ORDERED that the Order of the Zoning Commissioner dated June 12, 1981, BE REVERSED and that the operation as proposed be declared a commercial recreation enterprise with the restrictions and conditions here and above being totally complied with

Any appeal from this decision must be in accordance with Rules B-1 thru B-12 of the Maryland Rules of Procedure.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

William T. Hackett
William T. Hackett, Chairman

John V. Murphy
John V. Murphy, Clerk

Patricia Phipps
Patricia Phipps

SCHEDULE "E"

ELECTRIC CONSUMPTION AND PAYMENT

THIS SCHEDULE E is executed simultaneously with and constitutes part of the attached Lease.

Section 12.1. of this Lease provides, among other things, that Landlord may furnish for the Premises electrical energy for Tenant's requirements, without specific measurement of or charge for Tenant's consumption of electricity. It is intended that the cost of such electrical energy be included in the Annual Basic Rental reserved under this Lease. Since the use characteristics of Tenant's electrical equipment and fixtures are not yet known, it is not presently possible for Landlord and Tenant to agree upon the component amount to be included in Annual Basic Rental for electrical energy. For that reason the Annual Basic Rental presently set forth in this Lease does not include the component amount for electrical energy and the parties mutually desire to agree upon the method by which the amount of the Annual Basic Rental will be ultimately fixed. Landlord and Tenant therefore agree as follows:

1. Prior to the commencement of the Term of this Lease and prior to any change in the Premises to which Section 9.4. of the Lease hereof applies, and in no event later than thirty (30) days after Landlord shall request, Tenant shall furnish Landlord with such information as Landlord or Landlord's electrical engineer may reasonably require in order to estimate the connected load which will be used by Tenant's electrical fixtures, appliances and equipment ("Tenant's Electrical Installations") in the Premises. Based on such information, Landlord or Landlord's electrical engineer shall make an estimate of the annual total of average monthly charges (the "Electricity Component") which Tenant would otherwise pay to the public utility or public authority furnishing such electrical energy in the area in which the Shopping Center Area is located if such electrical energy were not furnished by Landlord. Landlord shall notify Tenant in writing of the amount of the Electricity Component and Tenant agrees that the Annual Basic Rental provided for in Section 11.1. of the Lease shall be increased by the amount of the Electricity Component without amendment to the Lease.

2. At any time after such notification, and from time to time, if, in Tenant's judgment, Tenant's Electrical Installations use a lower connected load or lower demand factor or are used for a lesser number of hours than would justify the Electricity Component established by Landlord, Tenant shall be entitled to request a reduction of that portion of the Annual Basic Rental represented by the Electricity Component. If Landlord and Tenant cannot agree upon the amount of such reduction, the parties hereto agree that an appraisal shall be made by an independent third party (the "Umpire") mutually acceptable to Landlord and Tenant, who shall be duly qualified in terms of professional education and experience as to be competent to determine, as an expert, whether that portion of the Annual Basic Rental represented by the Electricity Component is in excess of that which Tenant would otherwise pay to the public utility or public authority furnishing electrical energy in the area in which the Shopping Center Area is located if such electrical energy were not furnished by Landlord. If Landlord and Tenant cannot agree promptly upon an Umpire, then Landlord and Tenant shall promptly arbitrate the amount of such reduction before the American Arbitration Association, in accordance with the commercial arbitration rules of said Association, at such office of said Association as the parties may

White Marsh Mall, Inc.
Case No. 82-151-SPH

In no way could the operation of several video type machines as an ancillary use to a principal business be considered a commercial recreation enterprise. A commercial recreation enterprise must be manned by competent personnel, able to take care of these electronic machines and constantly police the business to prevent any possible disturbances by those persons operating or viewing the operation of these machines. Under these specific conditions, the operation of a business, as proposed here, would be a commercial recreation enterprise and the Board will so order. It is the opinion of this Board that the intent of Section 233.2 of the Baltimore County Zoning Regulations would be properly served by the decision in this Order.

ORDER

For the reasons set forth in the foregoing Opinion, it is this 2nd day of March, 1982, by the County Board of Appeals, ORDERED that the Order of the Zoning Commissioner dated June 12, 1981, BE REVERSED and that the operation as proposed be declared a commercial recreation enterprise with the restrictions and conditions here and above being totally complied with

Any appeal from this decision must be in accordance with Rules B-1 thru B-12 of the Maryland Rules of Procedure.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

William T. Hackett
William T. Hackett, Chairman

John V. Murphy
John V. Murphy, Clerk

Patricia Phipps
Patricia Phipps

mutually agree upon, or, in the absence of such agreement, at the offices of said Association in Washington, D. C. The appraisal or arbitration, as the case may be, shall be binding on both parties and shall set forth (a) whether that portion of the Annual Basic Rental represented by the Electricity Component in effect on the date of Tenant's request for reduction exceeds or is less than the annual amount which Tenant would otherwise pay to the public utility or public authority furnishing electrical energy if the same were not furnished by Landlord, and (b) if so, the amount of such excess or deficiency. The Annual Basic Rental shall thereupon be adjusted by the amount of such excess or deficiency. Notwithstanding anything to the contrary contained herein, nothing in this Section 2 shall diminish or alter Tenant's obligations pursuant to this Lease to pay all Rental during any such period of request and appraisal or arbitration as the case may be, including without limitation, the payment of Annual Percentage Rental, all Additional Rental, and that Annual Basic Rental which was provided for prior to the commencement of any such period.

Tenant reciprocally agrees that if, in Landlord's judgment, that portion of the Annual Basic Rental represented by the Electricity Component is lower than would be justified by the connected load or demand factor or number of hours used by Tenant's Electrical Installations, Landlord may apply for an increase in that portion of the Annual Basic Rental represented by the Electricity Component in accordance with the procedure provided for herein.

Any change in the Annual Basic Rental as provided for herein, shall become effective as of the first day of the month following the month in which demand for the appraisal was made.

The cost of such appraisal or arbitration shall be shared equally by Landlord and Tenant; provided, that if either party requests an appraisal prior to one year after the effective date of the last preceding appraisal or arbitration, the cost of such appraisal or arbitration shall be paid for by the party requesting an appraisal. In each case, upon completion of an appraisal and, if necessary, arbitration pursuant to this agreement, the parties agree to amend this Lease, to reflect the adjustment or adjustments in Annual Basic Rental.

3. If the filed electrical energy rates applicable to the Shopping Center Area (including fuel adjustment charges) charged by the Baltimore Gas and Electric Company or any other public utility supplying the Shopping Center Area shall be increased after the date of the commencement of the Term of this Lease, the parties agree that, upon Landlord's notice to Tenant, that portion of the Annual Basic Rental represented by the Electricity Component shall be increased proportionately; accordingly, such rental increase shall become effective on the first day of the month following any such rate increase and such notice thereof to Tenant. The parties agree that no amendment to this Lease is necessary to reflect any such rental increase.

-2-

RE: APPEAL FROM COMMISSIONER * BEFORE THE
HAMMONDS ORDER FOR PETITION * COUNTY BOARD
FOR SPECIAL HEARING: N.E. * OF APPEALS
CORNER OF HONEYGO AND PERRY * OF BALTIMORE COUNTY
HALL BLVDS., 14th DISTRICT * Special Hearing
 * No. 82-151-SPH
 *

APPEAL

TO THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY:

White Marsh Mall, Inc., and Wizardry, Inc., Petitioner, by Abraham L. Adler, their Attorney, hereby files this Appeal of Case Number 82-151-SPH from the Order of William Hammond, Deputy Zoning Commissioner of Baltimore County dated the 14 day of January, 1982.

ABRAHAM L. ADLER
36 South Charles Street
Suite 2110
Baltimore, Maryland 21201
(301) 752-7651
Attorney for Petitioner

CERTIFICATE OF SERVICE

BALTIMORE COUNTY, MARYLAND
OFFICE OF FINANCE-REVENUE DIVISION
MISCELLANEOUS CASH RECEIPT
No. 104533
day of January, 1982,
mailed, postage prepaid,
people's Counsel for
house, Towson, Maryland 21204.
DATE 1/28/82 ACCOUNT 01-662
AMOUNT \$50.00
RECEIVED Thomas E. Webb, Atty.
FROM Appeal fee for Case #82-151-SPH
FOR
ABRAHAM L. ADLER
Attorney for Petitioner

- ☒ 1. Copy of Petition
- ☒ 2. Copy of Description of Property
- ☒ 3. Copy of Certificate of Posting
- ☒ 4. Copy of Certificates of Publication
- ☒ 5. Copy of Zoning Advisory Committee Comments
- ☒ 6. Copy of Comments from the Director of Planning
- ☒ 7. Planning Board Comments and Accompanying Map
- ☒ 8. Copy of Order to Enter Appearance
- ☒ 9. Copy of Order - Zoning/Deputy Zoning Commissioner
- ☒ 10. Copy of Plat of Property
- ☒ 11. 200' Scale Location Plan
- ☒ 12. 1000' Scale Location Plan
- ☒ 13. Memorandum in Support of Petition
- ☒ 14. Letter(s) from Protestant(s)
- ☒ 15. Letter(s) from Petitioner(s)
- ☒ 16. Protestants' Exhibits to
- ☒ 17. Petitioners' Exhibits See attached list.
- ☒ 18. Letter of Appeal

Abraham L. Adler, Esquire
36 S. Charles Street, Suite 2110
Baltimore, Maryland 21201

Attorney for Petitioner
and Contract Purchaser/
Tenant-Lessee

White Marsh Mall, Inc., a subsidiary
of the Rouse Company

Petitioner

Wizardry, Inc. (Steven D. Seif - President)
6908 Bonnie Ridge Drive, Apt. 101
Baltimore, MD 21209

Contract Purchaser/
Tenant-Lessee

John W. Hessian, III, Esquire

People's Counsel

James E. Dyer
James Hoswell
William Hammond
Norman Gerber

Request Notification
Request Notification
Request Notification
Request Notification

3 signs (2 location signs plus 1 sign to be placed
on store)

Petitioners exhibits:

- 1 - Survey Plan
- 2 - Projected Leasing Plan (elevation plat)
- 3 - Baltimore County Zoning Plans Advisory Committee
- 4 - Proposed amendments to the Baltimore County Zoning Regulations: Amusement Devices in Business Zones
- 5 - Drawing of Movies entitled "Now Playing"
- 6 - Copy of Magazine article entitled "Japanese invaders" dated April 13, 1981 from FORBES; November 16, 1981, issue of NEWSWEEK with article entitled "The Video Game Craze"; and September, 1981, issue of SMITHSONIAN with article entitled "A generation meets computers on the playing fields of Atari"
- 7 - Copy of Excerpts from MALL MONITOR Magazine Reprint on "White Shopping Center Management Has Said About Time-Out"
- 8 - Copy of magazine article of June, 1980, PLAY METER entitled From Newton to "Pong" and beyond.
- 10 - Lease Agreement between White Marsh Mall, Inc. & Wizardry, Inc.

RE: PETITION FOR SPECIAL HEARING : BEFORE THE
N.E. corner of Honeygo and Perry : ZONING COMMISSIONER
HALL BLVDs. - 14th District :
District :
White Marsh Mall, Inc. - Petitioner : OF
NO. 82-151-SPH Item No. 84 : BALTIMORE COUNTY

This matter comes before the Zoning Commissioner as the result of a Petition for Special Hearing for the use of a portion of White Marsh Mall by Wizardry, Inc., lessee, for an amusement game center (75%) and a retail video game store (25%) in a leased area containing approximately 2,000 square feet, in accordance with Section 233.2 of the Baltimore County Zoning Regulations. The petitioners contend that the proposed amusement game center constitutes a commercial recreation enterprise, a use permitted by right in a B.M. Zone, and that the proposed video game store is a use permitted by right in a B.M. Zone. In support of this contention, counsel for the petitioners have submitted a "Petitioners' Exhibit" in which the County Board of Appeals determined that such use is permitted by right in a B.M. Zone, to wit, Case Nos. 77-103-SPH, 77-249-SPH, 77-250-SPH, 77-251-SPH (erroneously cited as Golden Ring Mall), and 81-193-SPH. A review of these files discloses the following:

Case No. 75-106-X (Security Square Mall) - reversed denial by the Deputy Zoning Commissioner for an amusement game center conditionally for one year in what the site plan, approved August 11, 1975, referred to as a M.L. (Manufacturing, Light) Zone. Case No. 77-103-SPH removed a restriction therefrom to allow continuance of the use.

Case No. 77-249-SPH (Westview Shopping Center) - reversed denial by the Deputy Zoning Commissioner for an amusement game center in a B.M. Zone.

Case No. 77-250-SPH (Eastpoint Shopping Center) - reversed denial by the Deputy Zoning Commissioner for an amusement game center in a B.M. Zone.

Case No. 75-178-X (Golden Ring Mall) - Deputy Zoning Commissioner granted a special exception for an amusement game center conditionally for one year in what the site plan referred to as an M.L. Zone with an I.M. (Industrial, Major) District superimposed thereon. Case

No. 77-20-SPH approved continuance of the use and Case No. 77-68-SPH removed the restrictions set forth in these cases. None of these cases were appealed to the Board.

Case No. 81-193-SPH (Hunt Valley Mall) - reversed denial by this Commissioner for an amusement game center in a B.M. Zone.

A review of the zoning regulations applicable to the B.M. Zone discloses that the retail sale of video games is a use permitted by right under Section 233.1—Uses permitted in B.L. Zone; however, this portion of the use constitutes only 25% of the total leased area with the balance to be devoted to the amusement game center. Section 233.2 includes, as a use permitted by right, the following:

"Commercial recreation enterprises, including dance halls, skating rinks, and others which—in the judgment of the Zoning Commissioner—are similar, but excluding merry-go-rounds and freak shows, shooting galleries and penny arcades;"

While the denial of Case No. 81-193-SPH was predicated upon an amusement game center being the same in operation and purpose as the excluded "penny arcade", it may further be said that, in the exercise of the judgment given to the Zoning Commissioner by Section 233.2, an amusement game center is not similar to the examples given in this section, i.e., dance hall or skating rink, and, therefore, cannot be included under the phrase "and others which—in the judgment of the Zoning Commissioner—are similar".

These considerations would appear to be substantiated by the decision of the County Council to amend the zoning regulations to allow amusement devices and arcades to be uses permitted by right in certain circumstances and by special exception in other circumstances in a B.M. Zone (Bill No. 224-81). If, in the exercise of its legislative prerogative, the Council had concluded that amusement devices were already permitted by right in a B.M. Zone as a commercial recreation enterprise, it would not have found it necessary to address the use specifically. While it is true that Bill No. 224-81 has been vetoed by the County Executive, the intent of the Council appears clear—pinball

- 2 -

machines, video games, electronic games, and other similar player-operated amusement games, machines, and devices were not and are not perceived to be commercial recreation enterprises.

Therefore, IT IS ORDERED by the Zoning Commissioner of Baltimore County, this 18th day of January, 1982, that an amusement game center does not fall within the purview of a commercial recreation enterprise and, as such, the herein Petition for Special Hearing is hereby DENIED.

Zoning Commissioner of
Baltimore County

RE: APPEAL FROM COMMISSIONER
HAMMOND'S ORDER FOR PETITION
FOR SPECIAL HEARING: N.E.
CORNER OF HONEYGO AND PERRY
HALL BLVDs., 14th DISTRICT

BEFORE THE
COUNTY BOARD
OF APPEALS
OF BALTIMORE COUNTY
Special Hearing
No. 82-151-SPH

APPEAL
TO THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

White Marsh Mall, Inc., and Wizardry, Inc., Petitioner,
by Abraham L. Adler, their Attorney, hereby files this Appeal
of Case Number 82-151-SPH from the Order of William Hammond,
Deputy Zoning Commissioner of Baltimore County dated the
18 day of January, 1982.

ABRAHAM L. ADLER
36 South Charles Street
Suite 2110
Baltimore, Maryland 21201
(301) 752-7651
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18 day of January, 1982,
a copy of the foregoing Appeal was mailed, postage prepaid,
to John W. Hessian, III, Esquire, People's Counsel for
Baltimore County, Room 223, Court House, Towson, Maryland 21204.

ABRAHAM L. ADLER
Attorney for Petitioner

RE: PETITION FOR SPECIAL HEARING : BEFORE
N.E. corner of Honeygo and : COUNTY BOARD OF APPEALS
Perry Hall Blvds. :
14th District : OF
WHITE MARSH MALL, INC., : BALTIMORE COUNTY
Petitioner :
No. 82-151-SPH

OPINION

This case comes before this Board on appeal from a decision of the Zoning Commissioner denying the Petition for a Special Hearing. The case was heard this day "De Novo" in its entirety.

Petitioners propose to use 2,000 sq. ft. of leased area in the White Marsh Mall for an amusement center containing 45 video type machines on 1500 ft. of this floor space and retail sales of game type video tapes, etc., for home use on 500 sq. ft. of this area. They presented plans indicating sound proof walls specifically so designed and fully carpeted floors. Absolutely no food, beverages or smoking would be allowed in the game room. There would be in constant attendance, a video game technician, whose duties would include not only machine repairs, but would answer questions, make change and above all, maintain order. Testimony was also received that indicated the Mall itself would be constantly patrolled by security forces, should the need for their services ever be required. There was no opposition to this game room from either neighboring stores or individual protestants. The question to be decided by this Board is whether an amusement center of this specific nature is or is not a commercial recreation enterprise, a commercial recreation enterprise being a permitted use in the BM and BR zones.

The Board is of the opinion that the operation as presented this day, should be considered a commercial recreation enterprise. In order to substantiate this opinion, the Board will define what would constitute a commercial recreation enterprise. A commercial recreation enterprise must be the only business conducted on the premises and cannot encompass any retail sales of food, beverages, tobacco items, etc.

White Marsh Mall, Inc.
Case No. 82-151-SPH

In no way could the operation of several video type machines as an ancillary use to a principal business be considered a commercial recreation enterprise. A commercial recreation enterprise must be manned by competent personnel, able to take care of these electronic machines and constantly police the business to prevent any possible disturbances by those persons operating or viewing the operation of these machines. Under these specific conditions, the operation of a business, as proposed here, would be a commercial recreation enterprise and the Board will so order. It is the opinion of this Board that the intent of Section 233.2 of the Baltimore County Zoning Regulations would be properly served by the decision in this Order.

ORDER

For the reasons set forth in the foregoing Opinion, it is this 2nd day of March, 1982, by the County Board of Appeals, ORDERED that the Order of the Zoning Commissioner dated June 12, 1981, BE REVERSED and that the operation as proposed be declared a commercial recreation enterprise with the restrictions and conditions here and above being totally complied with

Any appeal from this decision must be in accordance with Rules B-1 thru B-12 of the Maryland Rules of Procedure.

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

William T. Hackett, Chairman

John V. Murphy

Patricia Phipps

ORDER RECEIVED FOR FILING

DATE 1/19/82 BY [Signature]

IN THE MATTER OF
THE APPEAL OF
WIZARDRY, INC.

* BEFORE THE BOA'D
* OF APPEALS
* OF BALTIMORE COUNTY
* Case No. 82-151-SF
* Appeal No. 01-662
*

SUPOENA DUCES TECUM

Please issue a summons for the following witness:

Mr. Nicholas B. Commodari, Chairman
Zoning Plans Advisory Committee
Baltimore County Office of Planning
and Zoning
111 W. Chesapeake Avenue
Towson, Md. 21204

to appear at the Board of Appeals of Baltimore County hearing
scheduled for Thursday, February 25, 1982 in Room 200, Old
Court House, Towson, Maryland 21204, to testify for the Petitioner
and bring with him: all documents and records relating to
the following appeals dealing with video amusement centers:

- (1) Hunt Valley (Huntmark Assoc.) #81-193-SPH;
- (2) Eastpoint #77-249-SPH;
- (3) Westview #77-250-SPH;
- (4) Golden Ring Mall Co. #77-20-SPH (Iter No. 251); 75-178 X;
- (5) Security Square Assoc. #77-103-SPH, 75-106 X (Item No. 56).

Abraham L. Adler
ABRAHAM L. ADLER
36 S. Charles Street, Suite 2110
Baltimore, Md. 21201
752-7651
Attorney for Petitioner

Mr. Sheriff:

Please issue the above summons.

June Holmen
June Holmen, Board of Appeals

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 1982, Legislative Day No. 2
BILL NO. 6 - 82

Mr. Bachur, Gallagher, Hickernell, Councilman

By the County Council, January 18, 1982

A BILL
ENTITLED

AN ACT concerning

Zoning Regulations - Amusement Devices

FOR the purpose of

amending the Baltimore County Zoning Regulations in order to allow arcades as
a matter of right under certain conditions in the business zones of the county;
providing that amusement devices are permitted as accessory uses to certain
principal uses in such zones; defining terms; correcting errors; providing for
certain special exception uses for arcades in the business zones; providing
that certain amusement devices uses shall be terminated within a certain period
of time; and generally relating to arcades and amusement devices in business
zones.

BY repealing and re-enacting, with amendments,

Section 101 - Definitions
Baltimore County Zoning Regulations, as amended.

BY repealing and re-enacting, with amendments,

Subsection 230.9
Baltimore County Zoning Regulations, as amended.

BY repealing and re-enacting, with amendments

Subsections 230.11 and 233.2B
Baltimore County Zoning Regulations, as amended.

BY adding

Subsection 236.2A
Baltimore County Zoning Regulations, as amended

BY repealing and re-enacting, with amendments,

Subsections 230.13, 233.4, and 236.4
Baltimore County Zoning Regulations, as amended.

WHEREAS, the Baltimore County Council has received a final report from
the Planning Board concerning the subject legislation and has held a public hear-
ing thereon; now, therefore,

LEGISLATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
CROCKETS/ indicate matter stricken from existing law.
Strike-through indicates matter stricken from bill.
Underlining indicates amendments to bill.

1. SECTION 1. Be it enacted by the County Council of Baltimore County, Maryland,
2. that Section 101 of the Baltimore County Zoning Regulations, as amended, be and it is
3. hereby repealed and re-enacted, with amendments, by adding the definitions of "amusement
4. devices", "arcade", and "enclosed mall" in alphabetical order, respectively, to the
5. Section, and to read as follows:
6. Section 101 - Definitions
7. AMUSEMENT DEVICES: PINBALL MACHINES, VIDEO GAMES, ELECTRONIC GAMES, AND OTHER
8. SIMILAR PLAYER-OPERATED AMUSEMENT GAMES, MACHINES AND DEVICES.
9. ARCADE: A BUILDING OR PART OF A BUILDING IN WHICH FIVE OR MORE AMUSEMENT DEVICES
10. ARE MAINTAINED AND OPERATED FOR PROFIT.
11. ENCLOSED MALL: A PLANNED SHOPPING CENTER CONTAINING AN ENCLOSED PEDESTRIAN COM-
12. COURSE OR CONNECTING ENCLOSED PEDESTRIAN CONCOURSES TO WHICH AT LEAST 75% OF THE
13. ESTABLISHMENTS THEREIN FRONT AND HAVE THEIR ONLY DIRECT ACCESS (EXCEPT AS REQUIRED FOR
14. EMERGENCY USE).
15. SECTION 2. And be it further enacted, that Subsection 230.9 of the Baltimore
16. County Zoning Regulations, as amended, be and it is hereby repealed and re-enacted, with
17. amendments, to read as follows:
18. B. L. Zone - Business Local
19. Section 230 - Use Regulations
20. The following uses only are permitted (see Section 230.12):
21. 230.9 - Alcoholic beverage package stores;
22. Antique Shop;
23. ARCADE, SUBJECT TO THE FOLLOWING CONDITIONS: THE ARCADE MUST BE LOCATED
24. WITHIN AN ENCLOSED MALL WHICH IS MORE THAN 1000 FEET DISTANT FROM THE NEAREST SCHOOL,
25. AND THERE MAY NOT BE A DIRECT EXTERIOR ENTRANCE TO THE ARCADE, EXCEPT AS REQUIRED FOR
26. EMERGENCY USE;
27. Automobile accessory shop;
28. Automobile parking lot;
29. Bakery, but goods on the premises must be sold only at retail on the
30. premises;
31. Barber and beauty shops, establishments for chiropody and massage;
32. Billiard and pool rooms;
33. Bowling Alley;
34. Camera, photo-supply, or film-processing shops or pick-up stations
35. (including "drive-by" facilities);
36. Candy store, but goods made on the premises must be sold only at retail
37. on the premises;
38. Clothing and accessory stores;

39. COIN-OPERATED CHILDREN'S RIDE RIDING MACHINES;
40. Dairy products store;
41. Department store;
42. Dressmaking and millinery establishments;
43. Drug store;
44. Dry Cleaning establishment, coin-operated, or retail store plant, etc.
45. (As regulated by the Baltimore County Building Code, Baltimore County Fire, Health and
46. Police Regulations);
47. Dry Cleaning pick-up station;
48. Electrical contractors and appliance repair shop;
49. Florist;
50. Food Store;
51. Fortune telling establishments;
52. Furniture and upholstery stores;
53. Garden shop, with associated outdoor sales area;
54. Gift Shop;
55. Hand laundry employing not more than 5 persons;
56. [Hardware] HARDWARE store;
57. Hot stop;
58. Hobby Shop;
59. Household appliance store;
60. Jewelry store;
61. Laundromat or self-service laundry;
62. Laundry-pick-up station;
63. Parking lot;
64. Pet shop;
65. Photographic studio;
66. Picnic Grove;
67. Public utility service center;
68. Radio shop;
69. Radio studio;
70. Residential art salon;
71. Shoe repair shop;
72. Social clubs and fraternal organizations;
73. Sporting goods store;
74. Stationery store;
75. Swimming pool;
76. Tailor Shop;

1. Tavern;
2. Television shop;
3. Television studio;
4. Variety and dry goods store;
5. Veterinarian's office;
6. Veterinarian [L];
7. SECTION 3. And be it further enacted, that subsections 230.11 and 233.2B of the
8. Baltimore County Zoning Regulations, as amended, be and they are hereby repealed and
9. re-enacted, with amendments, to read as follows:
10. B. L. Zone - Business, Local
11. Section 230 - Use Regulations
12. The following uses only are permitted (see Section 230.12):
13. 230.11 (A) - Accessory uses or structures, including business signs (see
14. sections 413.2, 413.4 and 413.5), garages, and parking spaces for the use of
15. owners, employees, tenants, and invitees.
16. (B) EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS SUBSECTION 230.11,
17. AMUSEMENT DEVICES ARE PROHIBITED AS ACCESSORY USES.
18. (C) (1) AMUSEMENT DEVICES ARE PERMITTED AS AN ACCESSORY USE TO THE
19. FOLLOWING PRINCIPAL USES ONLY:
20. BILLIARD AND POOL ROOMS
21. BILLIARD ALLEY
22. SOCIAL CLUBS AND FRATERNAL ORGANIZATIONS
23. TAVERN
24. (2) THE NUMBER OF DEVICES IS LIMITED TO ONE FOR EACH 1,200
25. SQUARE FEET OF NET FLOOR AREA DEVOTED TO THE PRINCIPAL USE WITHIN THE USES
26. LISTED IN PARAGRAPH (C)(1).
27. B. M. Zone - Business, Major
28. Section 233 - Use Regulations
29. The following uses only are permitted (see Section 233.3):
30. 233.2B (1) - Accessory uses or structures, including business signs (see
31. Sections 413.2, 413.4 and 413.5), garages, and parking spaces for the use of
32. owners, employees, tenants, and invitees.
33. (2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION 233.2B,
34. AMUSEMENT DEVICES ARE PROHIBITED AS ACCESSORY USES.
35. (3) (A) AMUSEMENT DEVICES ARE PERMITTED AS AN ACCESSORY USE TO
36. THE FOLLOWING PRINCIPAL USES ONLY:
37. PRINCIPAL USES LISTED IN SECTION 230.11 (C);
38. SKATING RINKS
39. HOTEL

(B) THE NUMBER OF DEVICES IS LIMITED TO ONE FOR EACH 1,200
SQUARE FEET OF NET FLOOR AREA DEVOTED TO THE PRINCIPAL USE WITHIN THE
USES LISTED IN PARAGRAPH (3)(A).

40. SECTION 4. And be it further enacted, that Subsection 236.2A be and it is hereby
41. added to the Baltimore County Zoning Regulations, as amended, to follow immediately
42. after Subsection 236.2, and to read as follows:
43. B. R. Zone - Business, Roadside
44. Section 236 - Use Regulations
45. The following uses only are permitted:
46. 236.2A - EXCEPT AS PROVIDED HEREIN, AMUSEMENT DEVICES ARE PROHIBITED AS
47. ACCESSORY USES. AMUSEMENT DEVICES ARE PERMITTED AS AN ACCESSORY USE TO THE
48. FOLLOWING PRINCIPAL USES ONLY: PRINCIPAL USES LISTED IN SECTION 230.11(C) AND
49. 233.2B(3), AND MOTEL OR MOTOR COURT. HOWEVER, THE NUMBER OF DEVICES IS LIMITED
50. TO ONE FOR EACH 1,200 SQUARE FEET OF NET FLOOR AREA DEVOTED TO THE PRINCIPAL USE
51. WITHIN THESE USES.
52. SECTION 5. And be it further enacted, that Subsections 230.13, 233.4, and
53. 236.4 of the Baltimore County Zoning Regulations, as amended, be and they are hereby
54. repealed and re-enacted, with amendments, by adding alphabetically to each Subsection,
55. respectively, a new Special Exception use for an arcade, and to read as follows:
56. B. L. Zone - Business, Local
57. Section 230 - Use Regulations
58. Section 230.13 - Special Exceptions - The following uses when permitted as
59. Special Exceptions (see Sections 270 and 502):
60. ARCADE, IF LOCATED WITHIN A PLANNED SHOPPING CENTER WHICH IS NOT AN
61. ENCLOSED MALL;
62. B. M. Zone - Business, Major
63. Section 233 - Use Regulations
64. Section 233.4 - Special Exceptions - The following uses when permitted as
65. Special Exceptions (see Sections 270 and 502):
66. ARCADE, IF LOCATED WITHIN A PLANNED SHOPPING CENTER WHICH IS NOT AN
67. ENCLOSED MALL;

- SECTION 6. And be it further enacted, that any and all devices existing in violation of the provisions of this Act shall cease and be terminated on or before August 1, 1982.
- SECTION 7. And be it further enacted, that this Act shall take effect forty-five days after its enactment.

RE: APPEAL FROM COMMISSIONER HAMMONDS ORDER FOR PETITION FOR SPECIAL HEARING, N. 2 CORNER OF HONEYGO AND PERRY HALL BLVDs., 14th DISTRICT

BEFORE THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY

Special Hearing No.: 82-151-SPH

APPEAL

TO THE COUNTY BOARD OF APPEALS OF BALTIMORE COUNTY:

White Marsh Mall, Inc., and Wizardry, Inc., Petitioners by Abraham L. Adler, their Attorney, hereby files this Appeal of Case Number 82-151-SPH from the Order of William Hammond, Deputy Zoning Commissioner of Baltimore County dated the 1st day of January, 1982.

ABRAHAM L. ADLER
36 South Charles Street
Suite 2110
Baltimore, Maryland 21201
(301) 752-7651

Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of January, 1982, a copy of the foregoing Appeal was mailed, postage prepaid, to John W. Hessian, III, Esquire, People's Counsel for Baltimore County, Room 223, Court House, Towson, Maryland 21204

ABRAHAM L. ADLER

Attorney for Petitioner

RE: PETITION FOR SPECIAL HEARING BEFORE THE ZONING COMMISSIONER
N. 2 CORNER OF HONEYGO & PERRY HALL BLVDs., 14th District
OF BALTIMORE COUNTY

WHITE MARSH MALL, INC., Case No. 82-151-SPH
Petitioner

ORDER TO ENTER APPEARANCE

Mr. Commissioner:

Pursuant to the authority contained in Section 524.1 of the Baltimore County Charter, I hereby enter my appearance in this proceeding. You are requested to notify me of any hearing date or dates which may be now or hereafter designated therefore, and of the passage of any preliminary or final order in connection therewith.

Peter Max Zimmerman
Peter Max Zimmerman
Deputy People's Counsel

John W. Hessian, III
People's Counsel for Baltimore County
Rm. 223, Court House
Towson, Maryland 21204
494-2188

I HEREBY CERTIFY that on this 30th day of December, 1981, a copy of the foregoing Order was mailed to Abraham L. Adler, Esquire, 36 S. Charles Street, Suite 2110, Baltimore, Maryland 21201, Attorney for Petitioner; and Steven D. Seif, President, Wizardry, Inc., 6908 Bonnie Ridge Drive, Apt. 101, Baltimore, Maryland 21209, Purchaser/Tenant-Lessee.

John W. Hessian, III
John W. Hessian, III

million shares even further through a public offering, these big stockholders are letting Eckerd buy them out for the equivalent of around \$6 a share. Each AHVC share will convert to 17 1/2% of an AHVC share, recently selling at \$4 1/2, or an average of \$2.50 a share. The rub is that, while funding AHVC's growth will indeed soak up some of Eckerd's excess cash, the acquisition will dilute Eckerd's earnings. Anxious to avoid paying a big capital gains tax on the transaction, AHVC shareholders understandably won't take cash. So Eckerd must issue 2.2 million new shares, close to a 10% increase in its present float.

According to Water Lock, retailing analyst for Morgan Stanley & Co., in fiscal 1981 this distribution should net earnings by around 9%, to some \$3 a share, in 1982 that anytime soon. We're going to proceed conservatively. But when they look at the \$4.45 Eckerd may net by then. As it probably would not that extra dime just by sticking to drugstores, is the entry into home video really worth it?

"Some feel the pure we are the better we'll be," says Tully. "But I wait growth, and the home video industry is only emerging—unlike, say, drugstore chains. It's also possible we may diversify again, though I wouldn't anticipate it anytime soon. We're going to proceed conservatively. But when they look at the \$4.45 Eckerd may net by then. As it probably would not that extra dime just by sticking to drugstores, is the entry into home video really worth it?"

Move over Asteroids and Defenders, the next adversary in the electronic video game wars may be even tougher to beat.

Japanese invaders

By Jonathan Greenberg

A city of well-situated corporate executives stands huddled around a video screen in a Times Square arcade. Mesmerized, grown men watch as a dozen red missiles fall from the top of the machine, only to have their progress disrupted by a swift series of colorful explosions. The spectators congratulate their colleague on a good round, secretly wishing that he'd missed and had his bases destroyed in a thermonuclear attack. Lunch hour is almost over, no one has beaten the sinister computer, and addition to Missile Command makes an afternoon at the office without one last game seem unbearable. The stakes have risen since the pinball days of yesteryear. Electronic video games are serious business.

Electronic video games are also big

business. Since 1977 sales of coin-operated games in the U.S. have grown from next to nothing to over \$500 million annually. At 25 cents a round, customers feed the machines at least \$1 billion at airports, movie lobbies and neon-lit stands nationwide. Revenues of the nine-year-old home game industry, meanwhile, hit \$350 million last year.

The leading beneficiary of this addition is Warner Communications, which owns video game market leader Atari. In the past year, fueled largely by Atari, Warner's stock has shot up by 65% and the company is a Wall Street favorite.

Competitors include Gull & Western (which owns the Japanese company Sega), Bally Manufacturing and Williams Electronics (a spinoff of Xerox) and a small, Florida-based firm called Centuri.

Some of these firms have roots in the pinball business—often an unsavory activity—but their current growth excites investors.

Shortly before electronic games took off in the U.S., however, a similar madness struck Japan. Some 40 companies scrambled to build hundreds of thousands of coin-operated video machines to compete with Taito Corp.'s red-hot Space Invaders. Permissive patent laws allowed widespread conceptual theft, and by last year the market was saturated.

Formerly, Japanese companies were content to license their products to U.S. manufacturers. Why export when domestic demand was strong? But now things have changed: Space Invaders' celestial threat is old hat. American game manufacturers must take on the high-tech invaders from Japan.

"I have never taken the Japanese threat lightly," jokes Raymond Kasar, Atari's 33-year-old CEO. Kasar can afford such humor. Warner picked up Atari, the first U.S. coin-op video manufacturer, for \$28 million in 1976. At that time Atari had sales of \$40 million and an anticipated annual growth rate of 40%.

By 1980 Atari emerged as Warner's flagship for the future. On sales of about \$435 million, pretax earnings hit \$65 million—20% of its parent's operating income. Kasar projects Atari will earn \$120 million this year on sales of over \$600 million.

Atari is the only U.S. manufacturer in

FORBES APRIL 13, 1981



The lure of the game: Nuclear missiles for lunch.

Games addicts play

You drop a quarter into the slot, and instinctively rest one finger on the fire button, another on the thrust activator and two more on the directional controls. The 6-foot machine silently comes to life and you're ready for it. You're in command. The computer in the electronic video game known as Asteroids is going to do everything in its power to destroy your ship and you're going to use your mortal skills to decimate everything it throws at you.

Four large asteroids, each an inch in diameter, float across the screen. Your ship is tiny but packs a mighty punch. Lining him up, you press the fire button—sending a line of white dots into an oncoming asteroid. It explodes, breaking into two medium-size asteroids. Your follow-up blasts break each of these, which also explode into two smaller fragments. Before you know it there are dozens of asteroids flying in all directions. With the thrust button, you maneuver away from them. But just when you begin to wipe some of the asteroids off the screen, terror strikes: An enemy ship appears. It attacks, with a computerized homing aim. In a scramble to evade, you accidentally run into an asteroid. The game, which takes about five minutes to play, is soon over. You fumble frantically for another quarter.

This scene is repeated millions of times each day in arcades and shops across America. If the game isn't Asteroids, it's Berzerk, or Defender or Pac-Man. If a machine catches on, it spawns addicts. Fans of all ages play regularly, often for months, to master a particular game. Reproduction models go into test markets to gauge popularity. One sure sign of a winner is a game's difficulty. Location owners look for "fast quarter" models that can defeat novices in less than two minutes.

"A hot video game brings in 2 or 3 times what a hot pinball machine makes," says Steven Epstein, owner of New York's Broadway Arcade. His 60 video machines grossed nearly \$50,000 last year. "I've got limos in front and neighborhood kids here at the same time."

An expert on coin-op machines, Epstein buys his units outright and judges their popularity according to resale value. "I just sold an Asteroids for \$1,600. I paid \$2,000 for it a year ago and have made \$10,000 with it since then," he explains. "Depreciation is negligible." Epstein currently likes Williams' Defenders and Stern's Berzerk. But he complains that some games, such as Atari's unsuccessful Battlezone, have a life span as short as two months.

Coin-op manufacturers, of course, are all too aware of their tenuous hold on success. "There's nothing consistent about this business," concludes Jim Pierce, president of Cinematronics, which makes a popular game called Star Castle. "If you've got a game that makes good money you're going to sell it you can make. If your games are not in the top ten you're going to eat them."—J.G.

both coin-operated and home video. Thus, it can afford to spend big on production—development—an estimated \$2 million last year. Unlike Bally's Midway, which has licensed its games from Japan, Atari breeds its own hits, such as Asteroids. At \$200 a unit, Atari has made about \$140 million from that game alone. And a deluxe version is on its way.

Atari's success is a rare feat. Most of the home video game systems are failures. A basic unit retails for about \$165 and plugs into a television set; cartridges go for \$20 to \$40 and there are 43 available. Warner executives boast that they control 80% of the home video market and 50% of the coin-operated market, though rough-and-tumble competition has cut Atari's lead there, and its current share is probably closer to 25%.

The home market will probably fuel the company's growth over the next five years. Only 4% of U.S. households with televisions currently own a video game, but the potential is immense. In 1980 Atari sold about 1.25 million players at \$125 each. Its nearest competitor, Mattel's Intellivision, introduced a more expensive home system last year, sold out its 200,000 units and has yet to restock retailers.

Mattel Electronics' President Joshua Denham hopes to increase sales by 150% this year. "Our product has the ability to do things that Atari's does not," says Denham. One major retailer is more explicit: "Atari's not even close to being authentic, especially in the sports games. When you play, the game is changed. There is a real, quite obvious when it's better."

Kassar counters that Atari's supposed "authenticity" is "playability." Intellivision's sophistication, he believes, will turn of customers who don't want Mattel's Atari's in "playability." Intellivision's sophistication, he believes, will turn of customers who don't want Mattel's Atari's in "playability." Intellivision's sophistication, he believes, will turn of customers who don't want Mattel's Atari's in "playability."

Ahead contender is N.A. Philips Magnavox, which introduced Odyssey II, the industry's first home system, in 1972. Odyssey II is the industry's least successful unit, although its early entry and strong distribution channels are an asset. Critics complain of Magnavox' sleepy marketing attitude and say the company is too busy promoting videodiscs to give Odyssey II the attention it needs.

Survival in the coin-ops is likely to be much more difficult. There is no follow-up cartridge business, and at the moment competition is stiff. The success of Space Invaders and Asteroids has made the games wildly popular in outlets that traditionally steered clear of pinball machines. What's more, one game can gross \$500 a week—a handsome sum even if 60% goes to a distributor. One Manhattan newsstand operator, for example, claims he earns more from his two video games than from the sale of newspapers, till a shakeout among producers is already in the works. Apart from the Japanese, recent new entrants include three major pinball manufacturers—Williams, Stern and Gottlieb. Williams and Stern both blasted into the market last year with major hits, while Gottlieb burned its fingers and may wind up as an early casualty in the game wars.

The Asian invasion, however, could be even more deadly. Nearly all U.S. game companies license some electronics from the Japanese. Although their share of the U.S. market is now less than 10%, it will grow fast. Three big Japanese companies—Taito, Universal and Sega, a subsidiary of Gull & Western—have recently opened U.S. manufacturing facilities, and each is importing hundreds of machines monthly.

In December, Nintendo, a \$100 million-plus Japanese coin-op manufacturer, began exporting to the U.S. and now ships 2,000 games a month. The only major Japanese producer that still limits its U.S. business to licensing is Namco, which has supplied Midway with all of its recent hits. Its 10,000-square-foot Silicon Valley office is, however, vastly oversized for its current two-person staff.

There are indications, too, that the Japanese invaders might not all be playing by the rules. Copies of popular American games are being manufactured in Japan and sold here at cut-rate prices. Only the names of the games and the artwork are changed. "There is a racket in L.A. that imports knockoffs of Williams' Defender and sells them \$400 cheaper than the American version," says Ed Adlum, publisher of the trade journal *Video*.

"Two years ago," says one industry expert, "we had 30 Japanese manufacturers in this country. Now they are coming on very strong. Soon they may even outnumber the Americans." If that's correct, Wall Street's fascination with electronic games may end abruptly—just as a session of Space Invaders ends when the tide of aliens destroys the last defender on screen.

The Video Game Craze

Newsweek

January 16, 1982

Storyteller's Art

V.S. Naipaul's Tales of A Troubled World

By Paul Trachtman



By Paul Trachtman

A generation meets computers on the playing fields of Atari

Computer games, played in arcades like this one in Massachusetts, are becoming a new national sport.

The 'intelligent' machines in game arcades are skillful teachers who never let you win, but always let you learn to do better

"It's easy to get isolated and become a hermit with computers," a young games programmer named Dave had told me the night before. We were in his den, with starfields exploding on the screen of his desk-top Atari and the world ending in a shower of nuclear warheads on the upright Missile Command machine in the corner, its computer patiently playing against itself in the absence of a human opponent. Now, the morning after, we are entering the hermitage.

The sun that once ripened apricots here is rising over California's "Silicon Valley," an area south of San Francisco Bay where computer plants now thrive in industrial parks. Inside the engineering headquarters of Atari, the world's first manufacturer of coin-operated video games, Dave finds a computer printout waiting for him on his desk. His office space is a panned cell, as fit for contemplation as the cells of medieval hermits, with a small chalkboard on one wall. He studies the printout to see whether the corrections he requested have been added to his program, a still sketchy set of instructions for a new game he is working on. Then he has his first brainstorm of the morning: grabs pencil and paper and begins writing:

"Multi-monster sequence. Every other wave: no friend. For each attack if timer equals 4 times too slow; exit monster mode. After monster is zapped, if timer is 4 times reinitiate monster mode."

"Is that programming language?" I ask. "Oh no," he says. "It's plain English."

I have a feeling that I've been zapped.

"We're making technology transparent"

To most of us outside the computer culture, its initiatives seem to live in a world so alien that they might as well be medieval hermits, or in some other time warp of their own. They appear in a popular campus poster as "nerds," whose heads are the only thing about them not screwed on backwards. But Dave is hardly a nerd. If anything, he is still the mischievous kid who tossed a ball of hair who led physics and chemistry in high school but didn't like the situation experiments. "I liked to make the bombs and flares and stuff," he says. Only now he is using them into electronic fantasies, and is far happier than in the days when he worked for Bunker Ramo of National Semiconductor developing computerized check-out systems for supermarkets.

He is working now at designing coin-operated video games, among people who see technology itself as a game. "We're making technology essentially transparent," one Atari man says. "We're making it friendly," says another. "That has not been the point of view of the big business systems, or the big computer business, and it gives us an advantage in going into

Photography by Don McCoy

